

**LEASE NO. GS-05P-LIL00521**Global Lease  
GSA FORM L100 (10/2019)

This Lease is made and entered into between

**550 W Jackson Owner LLC**

(Lessor), whose principal place of business is 601 W 26th St Rm 1275, New York, NY 10001-1120, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**550 W. Jackson Blvd, Chicago, IL 60661-5716**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

**15 Years, 10 Years Firm,**

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

**FOR THE LESSOR:**

DocuSigned by:

(b) (6)

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Name: Mark Karasick

Title: Managing Member

Entity Name: 550 W Jackson Owner LLC 7/12/2021

Date:

**FOR THE GOVERNMENT:**

DocuSigned by:

(b) (6)

Name: Stephanie Carlson

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 7/13/2021

**WITNESSED FOR THE LESSOR BY:**

DocuSigned by:

(b) (6)

Name: Justin Katz

Title: Manager

Date: 7/12/2021

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

<b>SECTION 1</b>	<b>THE PREMISES, RENT, AND OTHER TERMS</b>	<b>5</b>
1.01	THE PREMISES (OCT 2016)	5
1.02	EXPRESS APPURTENANT RIGHTS (SEP 2013)	5
1.03	RENT AND OTHER CONSIDERATION (OCT 2019)	5
1.04	BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)	6
1.05	TERMINATION RIGHTS (OCT 2016)	6
1.06	<del>RENEWAL RIGHTS (OCT 2016)</del> INTENTIONALLY DELETED	6
1.07	DOCUMENTS INCORPORATED IN THE LEASE (OCT 2019)	6
1.08	TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)	7
1.09	TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)	7
1.10	BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)	7
1.11	BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)	7
1.12	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2018)	8
1.13	<del>REAL ESTATE TAX BASE (SEP 2013)</del> INTENTIONALLY DELETED	8
1.14	OPERATING COST BASE (OCT 2016)	8
1.15	<del>RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)</del> INTENTIONALLY DELETED	8
1.16	HOURLY OVERTIME HVAC RATES (OCT 2016)	8
1.17	<del>ADJUSTMENT FOR REDUCED SERVICES (OCT 2018)</del> INTENTIONALLY DELETED	8
1.18	BUILDING IMPROVEMENTS (MAR 2016)	8
1.19	<del>HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)</del> INTENTIONALLY DELETED	8
1.20	LESSOR'S DUNS NUMBER (OCT 2017)	8
<b>SECTION 2</b>	<b>GENERAL TERMS, CONDITIONS, AND STANDARDS</b>	<b>9</b>
2.01	DEFINITIONS AND GENERAL TERMS (OCT 2016)	9
2.02	AUTHORIZED REPRESENTATIVES (OCT 2016)	10
2.03	ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)	10
2.04	WAIVER OF RESTORATION (OCT 2018)	10
2.05	PAYMENT OF BROKER (JUL 2011)	10
2.06	CHANGE OF OWNERSHIP (OCT 2018)	10
2.07	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	11
2.08	<del>ADJUSTMENT FOR VACANT PREMISES (OCT 2017)</del> INTENTIONALLY DELETED	12
2.09	OPERATING COSTS ADJUSTMENT (JUN 2012)	12
2.10	ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)	12
2.11	<del>RELOCATION ASSISTANCE ACT (APR 2014)</del> INTENTIONALLY DELETED	13
<b>SECTION 3</b>	<b>CONSTRUCTION STANDARDS AND SHELL COMPONENTS</b>	<b>14</b>
3.01	<del>LABOR STANDARDS (OCT 2016)</del> INTENTIONALLY DELETED	14
3.02	WORK PERFORMANCE (JUN 2012)	14
3.03	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (OCT 2019)	14
3.04	CONSTRUCTION WASTE MANAGEMENT (OCT 2019)	14
3.05	WOOD PRODUCTS (OCT 2019)	14
3.06	ADHESIVES AND SEALANTS (OCT 2019)	14
3.07	BUILDING SHELL REQUIREMENTS (OCT 2016)	15
3.08	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)	15
3.09	QUALITY AND APPEARANCE OF BUILDING (JUN 2012)	15
3.10	VESTIBULES (APR 2011)	15
3.11	MEANS OF EGRESS (MAY 2015)	15
3.12	AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)	16
3.13	FIRE ALARM SYSTEM (SEP 2013)	16
3.14	ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)	16
3.15	ELEVATORS (OCT 2016)	17
3.16	BUILDING DIRECTORY (APR 2011)	17
3.17	<del>FLAGPOLE (SEP 2013)</del> INTENTIONALLY DELETED	17
3.18	DEMOLITION (JUN 2012)	18
3.19	ACCESSIBILITY (FEB 2007)	18
3.20	CEILINGS (OCT 2019)	18
3.21	EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)	18
3.22	DOORS: IDENTIFICATION (APR 2011)	18
3.23	WINDOWS (APR 2011)	18
3.24	PARTITIONS: GENERAL (OCT 2019)	19
3.25	PARTITIONS: PERMANENT (OCT 2019)	19
3.26	INSULATION: THERMAL, ACOUSTIC, AND HVAC (OCT 2019)	19
3.27	WALL FINISHES – SHELL (SEP 2015)	19
3.28	PAINTING – SHELL (OCT 2019)	19
3.29	FLOORS AND FLOOR LOAD (OCT 2019)	19
3.30	FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)	20
3.31	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	20
3.32	BUILDING SYSTEMS (APR 2011)	20

(b) (6)

3.33	ELECTRICAL (OCT 2019)	20
3.34	<del>ADDITIONAL ELECTRICAL CONTROLS (JUN 2012) INTENTIONALLY DELETED</del>	20
3.35	PLUMBING (JUN 2012)	20
3.36	DRINKING FOUNTAINS (OCT 2018)	20
3.37	RESTROOMS (OCT 2016)	20
3.38	PLUMBING FIXTURES: WATER CONSERVATION (OCT 2019)	21
3.39	JANITOR CLOSETS (SEP 2015)	21
3.40	HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)	21
3.41	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)	22
3.42	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)	22
3.43	LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016)	22
3.44	ACOUSTICAL REQUIREMENTS (JUN 2012)	23
3.45	<del>SECURITY FOR NEW CONSTRUCTION (OCT 2019) INTENTIONALLY DELETED</del>	23
3.46	<del>SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012) INTENTIONALLY DELETED</del>	23
3.47	<del>FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015) INTENTIONALLY DELETED</del>	23
3.48	<del>GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016) INTENTIONALLY DELETED</del>	23
3.49	<del>GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016) INTENTIONALLY DELETED</del>	23
3.50	INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2019)	23
3.51	SYSTEMS COMMISSIONING (APR 2011)	24
3.52	<del>DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - LEASE (SEP 2014) INTENTIONALLY DELETED</del>	24
3.53	<del>NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014) INTENTIONALLY DELETED</del>	24
3.54	<del>DESIGN EXCELLENCE - LEASE (OCT 2016) INTENTIONALLY DELETED</del>	24
<b>SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES</b>		<b>25</b>
4.01	SCHEDULE FOR COMPLETION OF SPACE (OCT 2017)	25
4.02	CONSTRUCTION DOCUMENTS (SEP 2012)	25
4.03	TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2016)	26
4.04	BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)	26
4.05	GREEN LEASE SUBMITTALS (OCT 2019)	26
4.06	CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)	27
4.07	PROGRESS REPORTS (JUN 2012)	27
4.08	CONSTRUCTION INSPECTIONS (SEP 2015)	27
4.09	ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)	27
4.10	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)	27
4.11	LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)	28
4.12	AS-BUILT DRAWINGS (OCT 2019)	28
4.13	<del>LIQUIDATED DAMAGES (JUN 2012) INTENTIONALLY DELETED</del>	28
4.14	<del>SEISMIC RETROFIT (SEP 2013) INTENTIONALLY DELETED</del>	28
4.15	LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)	28
<b>SECTION 5 TENANT IMPROVEMENT COMPONENTS</b>		<b>29</b>
5.01	TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)	29
5.02	<del>TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015) INTENTIONALLY DELETED</del>	29
5.03	FINISH SELECTIONS (SEP 2015)	29
5.04	WINDOW COVERINGS (JUN 2012)	29
5.05	DOORS: SUITE ENTRY (OCT 2019)	29
5.06	DOORS: INTERIOR (OCT 2019)	29
5.07	DOORS: HARDWARE (SEP 2013)	29
5.08	DOORS: IDENTIFICATION (JUN 2012)	29
5.09	PARTITIONS: SUBDIVIDING (OCT 2019)	30
5.10	WALL FINISHES (OCT 2019)	30
5.11	PAINTING - TI (OCT 2019)	30
5.12	FLOOR COVERINGS AND PERIMETERS (OCT 2019)	30
5.13	HEATING AND AIR CONDITIONING (JUN 2012)	31
5.14	ELECTRICAL: DISTRIBUTION (SEP 2015)	31
5.15	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)	31
5.16	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	31
5.17	DATA DISTRIBUTION (JUN 2012) - MODIFIED	31
5.18	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)	31
5.19	LIGHTING: INTERIOR AND PARKING - TI (SEP 2015)	32
5.20	AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)	32
<b>SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM</b>		<b>33</b>
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)	33
6.02	UTILITIES (APR 2011)	33
6.03	INTENTIONALLY DELETED	33
6.04	UTILITY CONSUMPTION REPORTING (OCT 2016)	33
6.05	HEATING AND AIR CONDITIONING (OCT 2018)	33

DS  
(b) (6)  
DS

6.06	OVERTIME HVAC USAGE (OCT 2018)	33
6.07	JANITORIAL SERVICES (JUN 2012)	34
6.08	SELECTION OF CLEANING PRODUCTS (OCT 2019)	34
6.09	SELECTION OF PAPER PRODUCTS (OCT 2019)	34
6.10	SNOW REMOVAL (APR 2011)	34
6.11	MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)	35
6.12	MAINTENANCE OF PROVIDED FINISHES (OCT 2016) - MODIFIED	35
6.13	ASBESTOS ABATEMENT (APR 2011)	35
6.14	ONSITE LESSOR MANAGEMENT (APR 2011)	35
6.15	IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)	35
6.16	SCHEDULE OF PERIODIC SERVICES (JUN 2012)	36
6.17	LANDSCAPING (OCT 2019)	36
6.18	LANDSCAPE MAINTENANCE (APR 2011)	36
6.19	RECYCLING (JUN 2012)	36
6.20	RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)	36
6.21	<del>SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (OCT 2017)</del>	
	INTENTIONALLY DELETED	37
6.22	INDOOR AIR QUALITY (OCT 2019)	37
6.23	RADON IN AIR (OCT 2016)	37
6.24	RADON IN WATER (JUN 2012)	37
6.25	HAZARDOUS MATERIALS (SEP 2013)	37
6.26	MOLD (OCT 2018)	37
6.27	OCCUPANT EMERGENCY PLANS (SEP 2013)	38
6.28	<del>FLAG DISPLAY (OCT 2016)</del> INTENTIONALLY DELETED	38
	 SECTION 7 ADDITIONAL TERMS AND CONDITIONS	 39
7.01	SECURITY REQUIREMENTS (OCT 2016)	39
7.02	MODIFIED LEASE PARAGRAPHS (OCT 2016)	39
7.03	<del>ADDENDUM TO GSA FORM 3517B, GENERAL CLAUSES, NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2018)</del>	
	INTENTIONALLY DELETED	39

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## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

### 1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

A. Office and Related Space: **26,804** rentable square feet (RSF), yielding **22,859** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space **and** an additional **694** RSF, yielding **593** ABOA SF of free space (for which the Government will not be charged rent, including real estate taxes and operating cost escalations) in excess of the total **26,804** RSF/**22,859** ABOA SF indicated above, for a total of **27,498** RSF (yielding **23,452** ABOA SF), located on the **8<sup>th</sup>** floor(s) and known as Suite(s) **800**, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**. All rights, responsibilities, and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease, including the free space.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **17** percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. INTENTIONALLY DELETED

### 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **23** parking spaces as depicted on the plan attached hereto as Exhibit **B**, reserved for the exclusive use of the Government, of which **23** shall be structured/inside parking spaces, and **0** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

### 1.03 RENT AND OTHER CONSIDERATION (OCT 2019)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM YEARS 1-5	FIRM TERM YEARS 6-10	NON FIRM TERM YEARS 11-15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	(b) (4)		
OPERATING COSTS <sup>2</sup>			
TENANT IMPROVEMENTS RENT <sup>3</sup>			
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>			
<b>TOTAL ANNUAL RENT</b>	<b>\$1,153,644.16</b>	<b>\$1,305,210.60</b>	<b>\$1,202,507.00</b>

<sup>1</sup>Shell rent calculation:

(Firm Term Years 1-5) (b) (4) per RSF multiplied by the RSF stated under Paragraph 1.01  
(Firm Term Years 6-10) (b) (4) multiplied by the RSF stated under Paragraph 1.01  
(Non Firm Term Years) (b) (4) RSF multiplied by the RSF stated under Paragraph 1.01

<sup>2</sup>Operating Costs rent calculation: (b) (4) per RSF multiplied by the RSF stated under Paragraph 1.01

<sup>3</sup>Tenant Improvements of (b) (4) are amortized at a rate of 8 percent per annum over 10 years.

<sup>4</sup>Building Specific Amortized Capital (BSAC) of (b) (4) are amortized at a rate of 8 percent per annum over 10 years

B. INTENTIONALLY DELETED

C. INTENTIONALLY DELETED

D. In instances where the Lessor amortizes either the TI or Building Specific Amortized Capital (BSAC) for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

E. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **22,859** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

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F. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

G. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

H. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

I. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated.

J. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

K. For succeeding Leases with an incumbent Lessor where the Lease requires the Lessor to perform alterations using either the TIA or BSAC, the amortized tenant improvement rent and/or BSAC rent will not commence until the alterations are complete and accepted by the Government. Upon acceptance of these improvements, the Government will commence payment of the tenant improvement and/or BSAC rent as stipulated under the Lease, in addition to payment of the accrued tenant improvement and/or BSAC rent for the period of time where such rent was withheld (such accrued rent will not include any additional interest). Additionally, in the event the Government does not use all the TIA or BSAC, then the accrued amount will be adjusted in accordance with the provisions of the Lease (e.g., de-amortization).

#### 1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)

A. JLL (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b) (4) and is earned upon Lease execution, payable according to the Commission Agreement signed between the Lessor and Broker. Only (b) (4) of the Commission will be payable to JLL with the remaining (b) (4) which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 1<sup>st</sup> Month's Rent.\*

Month 2 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 2<sup>nd</sup> Month's Rent.\*

Month 3 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 3<sup>rd</sup> Month's Rent.\*

Month 4 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 4<sup>th</sup> Month's Rent.\*

\* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

#### 1.05 TERMINATION RIGHTS (OCT 2016)

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

#### 1.06 RENEWAL RIGHTS (OCT 2016) INTENTIONALLY DELETED

#### 1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2019)

The following documents are attached to and made part of the Lease:

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DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
PARKING PLAN(S)	1	B
BASEMENT PARKING CURB IMPROVEMENTS	2	C
AGENCY REQUIREMENTS	48	D
LAN ROOM OR SMALL COMPUTER ROOM GENERAL REQUIREMENTS	9	E
AGENCY SPECIAL REQUIREMENTS - SECURITY	21	F
SECURITY REQUIREMENTS	8	G
GSA FORM 3517B GENERAL CLAUSES	17	H

**1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)**

A. The Tenant Improvement Allowance (TIA) for purposes of this Lease is (b) (4) per ABOA SF. The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 8 percent.

B. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

C. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

D. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

**1.09 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)**

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	(b) (4)
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	(b) (4)

**1.10 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)**

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is (b) (4) per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of 8 percent.

**1.11 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)**

A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for a decrease in rent (where applicable) according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:

1. Reduce the security countermeasure requirements;
2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or

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3. Negotiate an increase in the rent.

**1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2018)**

A. As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **6.73** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **26,804** RSF by the total Building space of **408,604** RSF. The tax parcel numbers are **17-16-113-002-0000, 17-16-113-003-0000 & 17-16-113-009-0000**.

B. All relevant tax adjustment documentation (e.g., copies of paid tax receipts, invoices) must be submitted online via the GSA Real Estate Tax Portal at [RET.GSA.GOV](https://ret.gsa.gov).

**1.13 ~~REAL ESTATE TAX BASE (SEP 2013)~~ INTENTIONALLY DELETED**

**1.14 OPERATING COST BASE (OCT 2016)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **(b) (4)** per RSF.

**1.15 ~~RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)~~ INTENTIONALLY DELETED**

**1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)**

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- **(b) (4)** per hour for the entire Space.

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**1.17 ~~ADJUSTMENT FOR REDUCED SERVICES (OCT 2018)~~ INTENTIONALLY DELETED**

**1.18 BUILDING IMPROVEMENTS (MAR 2016)**

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- The Lessor agrees to bring the restroom into compliance with handicap accessibility codes, per the Lease, to be completed at the Lessor's expense prior to occupancy.
- Lessor agrees to cut into the curb and construct a ramp in the parking garage, per exhibit C of the Lease, prior to occupancy.
- 550 W. Jackson is an existing building that is unable to obtain the Energy Star label due to insufficient occupancy but has produced documentation to GSA that it can receive an unofficial score of 75 or higher. Lessor shall earn the Energy Star Label for the 550 W. Jackson building and submit proof to the GSA Contracting Officer no later than 18 months after occupancy of the space by the Government, or as soon thereafter as the Building is eligible to achieve and Energy Star label.

**1.19 ~~HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)~~ INTENTIONALLY DELETED**

**1.20 LESSOR'S DUNS NUMBER (OCT 2017)**

Lessor's Dun & Bradstreet DUNS Number: **(b) (4)**

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## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

### 2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror ( date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

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**2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)**

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

**2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)**

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

**2.04 WAIVER OF RESTORATION (OCT 2018)**

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

**2.05 PAYMENT OF BROKER (JUL 2011)**

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

**2.06 CHANGE OF OWNERSHIP (OCT 2018)**

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.

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**2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)**

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real

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Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

**Tax Appeals.** If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

## **2.08 ~~ADJUSTMENT FOR VACANT PREMISES (OCT 2017)~~ INTENTIONALLY DELETED**

## **2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)**

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

## **2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)**

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible

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HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within **20** days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
2. Issuance of required permits for construction of the TIs.

**2.11 ~~RELOCATION ASSISTANCE ACT (APR 2014)~~ INTENTIONALLY DELETED**

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**SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS**

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**3.01 ~~LABOR STANDARDS (OCT 2016)~~ INTENTIONALLY DELETED****3.02 WORK PERFORMANCE (JUN 2012)**

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

**3.03 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (OCT 2019)**

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. Unless waived by the LCO, the Lessor shall submit a reuse plan for leases 10,000 RSF or greater. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

**3.04 CONSTRUCTION WASTE MANAGEMENT (OCT 2019)**

A. For leases 10,000 RSF or greater, recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. SUBMITTAL REQUIREMENT: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility: Ceiling grid and tile, light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs, duct work and HVAC equipment, wiring and electrical equipment, aluminum and/or steel doors and frames, hardware, drywall, steel studs, carpet, carpet backing, and carpet padding, wood, insulation, cardboard packaging, pallets, windows and glazing materials, all miscellaneous metals (as in steel support frames for filing equipment), and all other finish and construction materials.

D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

E. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

F. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

**3.05 WOOD PRODUCTS (OCT 2019)**

A. Particle board, strawboard, and plywood materials used shall be free of formaldehyde or sufficiently aged prior to use such that indoor air levels in the finished leased space shall not exceed 0.016 parts per million (ppm) of formaldehyde.

B. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

C. For leases 10,000 RSF or greater, new installations of wood products shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at [HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/](http://www.wood-database.com/wood-articles/restricted-and-endangered-wood-species/) or [HTTPS://WWW.FWS.GOV/INTERNATIONAL/PLANTS/CURRENT-CITES-LISTINGS-OF-TREE-SPECIES.HTML](https://www.fws.gov/international/plants/current-cites-listings-of-tree-species.html). In addition, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG/](http://www.sfiprogram.org/)).

**3.06 ADHESIVES AND SEALANTS (OCT 2019)**

A. All adhesives employed (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no

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heavy metals, and that do not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

B. For leases 10,000 RSF or greater, the Lessor is encouraged to use applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement) and <https://sftool.gov/greenprocurement/green-products/8/miscellaneous/1238/adhesives/0>.

### **3.07 BUILDING SHELL REQUIREMENTS (OCT 2016)**

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

### **3.08 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)**

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

### **3.09 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)**

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

### **3.10 VESTIBULES (APR 2011)**

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. INTENTIONALLY DELETED

### **3.11 MEANS OF EGRESS (MAY 2015)**

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

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- D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.
- E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

### 3.12 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

- A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).
- F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

### 3.13 FIRE ALARM SYSTEM (SEP 2013)

- A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3<sup>rd</sup> floor or higher.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.
- C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

### 3.14 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)

#### A. Energy-related Requirements:

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

- a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
- b.
  - (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and
  - (ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—
    - I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
    - II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).

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- III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

**B. Hydrology-related Requirements:**

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

a. For the purposes of applying EISA Section 438 in this Lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

**3.15 ELEVATORS (OCT 2016)**

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

**3.16 BUILDING DIRECTORY (APR 2011)**

A tamper-proof directory with lock shall be provided in the Building lobby listing the Government agency. It must be acceptable to the LCO.

**3.17 ~~FLAGPOLE (SEP 2013)~~ INTENTIONALLY DELETED**

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**3.18 DEMOLITION (JUN 2012)**

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

**3.19 ACCESSIBILITY (FEB 2007)**

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

**3.20 CEILINGS ( OCT 2019)**

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 8 feet and 6 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.
2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. For leases 10,000 RSF or greater, newly installed tiles or panels shall meet applicable, statutory environmentally preferable criteria related to biobased content as outlined under the Green Procurement Compilation at <https://sftool.gov/greenprocurement> and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1732/acoustical-ceiling-tiles/0?addon=False>.
3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

**3.21 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)**

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

**3.22 DOORS: IDENTIFICATION (APR 2011)**

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

**3.23 WINDOWS (APR 2011)**

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

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B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

### 3.24 PARTITIONS: GENERAL (OCT 2019)

A. Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO.

B. For leases 10,000 RSF or greater where the Government is a sole tenant of the Building, the Lessor is encouraged to use materials for newly installed gypsum board meeting applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement) and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1735/wallboardgypsum-boarddrywall/0?addon=False>.

### 3.25 PARTITIONS: PERMANENT ( OCT 2019)

A. Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date.

B. For leases 10,000 RSF or greater where the Government is a sole tenant of the Building, the Lessor is encouraged to use materials for newly installed gypsum board meeting the applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement) and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1735/wallboardgypsum-boarddrywall/0?addon=False>.

### 3.26 INSULATION: THERMAL, ACOUSTIC, AND HVAC (OCT 2019)

A. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

B. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

C. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

D. All insulation shall contain low emitting volatiles and not result in indoor air levels above 0.016 parts per million (ppm) of formaldehyde.

E. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

F. For leases 10,000 RSF or greater, all insulation products shall meet applicable, statutory environmentally preferable criteria related to recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement) and <https://sftool.gov/greenprocurement/green-products/1/construction-materials/22/building-insulation/0>.

### 3.27 WALL FINISHES – SHELL (SEP 2015)

A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.

B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

### 3.28 PAINTING – SHELL (OCT 2019)

A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

C. For leases 10,000 RSF or greater, primer shall meet applicable, statutory environmentally preferable criteria related to biobased and recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement) and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False>.

### 3.29 FLOORS AND FLOOR LOAD (OCT 2019)

A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.

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B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.

### **3.30 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)**

A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.

B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.

C. Any alternate flooring must be pre-approved by the LCO.

D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

### **3.31 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)**

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

### **3.32 BUILDING SYSTEMS (APR 2011)**

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

### **3.33 ELECTRICAL (OCT 2019)**

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the Lessor's expense. The electrical distribution panels enclosed in the electrical room shall include: single-phase 120/240 volt or 3-phase 120/208 volt service for leased spaces under 10,000 RSF; 3-phase 120/208 volt service for leased spaces between 10,000 and 25,000 RSF; and 3-phase 277/480 volt and 3-phase 120/208 volt service for leased spaces over 25,000 RSF. . In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

### **3.34 ~~ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)~~ INTENTIONALLY DELETED**

### **3.35 PLUMBING (JUN 2012)**

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

### **3.36 DRINKING FOUNTAINS (OCT 2018)**

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

### **3.37 RESTROOMS (OCT 2016)**

A. If this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

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ESTIMATED NUMBER OF EACH GENDER PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

### 3.38 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2019)

For leases 10,000 RSF or greater, the specifications listed below apply:

1. New installations of plumbing fixtures,
2. Replacement of existing plumbing fixtures, or
3. Existing non-conforming fixtures where the Government occupies the full floor.

- A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at [HTTP://WWW.EPA.GOV/WATERSENSE/](http://www.epa.gov/watersense/).

### 3.39 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

### 3.40 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

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D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

F. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).

G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

H. INTENTIONALLY DELETED

### 3.41 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

### 3.42 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

### 3.43 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016)

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. INTERIOR FIXTURES: High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. LIGHTING LEVELS: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY:

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

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New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. **DAYLIGHTING CONTROLS:** If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.

E. **OCCUPANCY/VACANCY SENSORS:** The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday.

F. **BUILDING PERIMETER:**

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. **PARKING STRUCTURES:** The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. **PARKING SENSORS:** If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. **EXTERIOR POWER BACKUP:** Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

**3.44 ACOUSTICAL REQUIREMENTS (JUN 2012)**

A. **Reverberation Control.** Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. **Ambient Noise Control.** Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. **Noise Isolation.** Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40

Offices: NIC 35

D. **Testing.** The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

**3.45 ~~SECURITY FOR NEW CONSTRUCTION (OCT 2019)~~ INTENTIONALLY DELETED**

**3.46 ~~SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012)~~ INTENTIONALLY DELETED**

**3.47 ~~FIRE PROTECTION FOR NEW CONSTRUCTION (APR 2015)~~ INTENTIONALLY DELETED**

**3.48 ~~GREEN BUILDING RATING CERTIFICATION FOR NEW CONSTRUCTION (OCT 2016)~~ INTENTIONALLY DELETED**

**3.49 ~~GREEN BUILDING RATING CERTIFICATION FOR TENANT INTERIORS (OCT 2016)~~ INTENTIONALLY DELETED**

**3.50 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2019)**

A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

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C. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

D. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size.

E. Flush-Out Procedure:

1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.

2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.

3. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

### 3.51 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

### 3.52 ~~DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS — LEASE (SEP 2014)~~ INTENTIONALLY DELETED

### 3.53 ~~NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS — LEASE (SEP 2014)~~ INTENTIONALLY DELETED

### 3.54 ~~DESIGN EXCELLENCE — LEASE (OCT 2016)~~ INTENTIONALLY DELETED

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## SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

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### 4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2017)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. Lessor-Provided Design Intent Drawings (DIDs): The Lessor must submit to GSA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than 30 Working Days following the Lease Award Date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the Tis and associated work as shown on the DIDs. This budget proposal shall be completed, as part of the shell cost, within 10 Working Days of the Government's request.

B. DIDs. For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set must include the following elements:

Level 1:

1. Cover Sheet;
2. Demolition Plan (if applicable);
3. Construction (Partition) Plan;
4. Power/Communication (Electrical) Plan;
5. Furniture Plan; and
6. Finish Plan.

C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than 10 Working Days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than 20 Working Days following the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within 10 Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have 10 Working Days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within 20 Working Days following the end of the Government CD review period.

G. The Lessor's preparation and submission of the BSAC price proposal: The Lessor shall prepare and submit a complete BSAC price proposal in accordance with this Lease within 20 Working Days following the end of the Government CD review period.

H. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within 30 Working Days following the submission of the TI and BSAC price proposals, unless these have been priced as turnkey, provided that price proposals conform to the requirements of the Lease and the parties negotiate a fair and reasonable price.

### 4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

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**4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (OCT 2016)**

A. The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described below) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

B. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15-403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

C. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

D. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

E. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Masterformat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Master format cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.

F. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

G. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

H. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

**4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2015)**

The Lessor's BSAC price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals. The pricing shall be submitted using the Security Unit Price List (SecUP).

**4.05 GREEN LEASE SUBMITTALS (OCT 2019)**

The Lessor shall submit to the LCO:

- A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs, if applicable.
- B. SDS or other appropriate documents upon request for products listed in the Lease. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.
- C. For leases 10,000 RSF or greater, a re-use plan, if required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
- D. If the Lessor is unable to comply with the environmentally preferable requirements stated throughout the Lease, he/she must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:
  - 1. Product cannot be acquired competitively within a reasonable performance schedule.
  - 2. Product cannot be acquired that meets reasonable performance requirements.
  - 3. Product cannot be acquired at a reasonable price.

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4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.
- F. Construction waste management plan: For leases 10,000 RSF or greater, prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs, if applicable, to be reflected on the CD submission.
- H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.
- I. A written commissioning plan submitted to the LCO prior to the completion of DIDs, if applicable, that includes:
1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
  2. A description of how commissioning requirements will be met and confirmed.
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- K. If renewable source power is purchased, documentation within 9 months of occupancy.

#### 4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within **5 Working Days** of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within **5 Working Days** of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

#### 4.07 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of **10 Working Days**. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

#### 4.08 CONSTRUCTION INSPECTIONS (SEP 2015)

- A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.
- B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

#### 4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

#### 4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)

- A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

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B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

#### 4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

#### 4.12 AS-BUILT DRAWINGS (OCT 2019)

Not later than **30** days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. As-built drawings shall include those for Civil, Architectural, Mechanical, Electrical, and Plumbing features, including, but not limited to, those for IT, Communications, Security, and Fire Protection. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

#### 4.13 ~~LIQUIDATED DAMAGES (JUN 2012)~~ INTENTIONALLY DELETED

#### 4.14 ~~SEISMIC RETROFIT (SEP 2013)~~ INTENTIONALLY DELETED

#### 4.15 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

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## SECTION 5 TENANT IMPROVEMENT COMPONENTS

### 5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

### 5.02 ~~TENANT IMPROVEMENT SPECIFICATIONS (SEP 2015)~~ INTENTIONALLY DELETED

### 5.03 FINISH SELECTIONS (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs, if applicable. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

### 5.04 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

B. INTENTIONALLY DELETED

### 5.05 DOORS: SUITE ENTRY (OCT 2019)

A. Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish that does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. For leases 10,000 RSF or greater, the paint finish must meet applicable, statutory environmentally preferable criteria related to biobased and recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT).and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False>.

### 5.06 DOORS: INTERIOR (OCT 2019)

A. Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint and which does not result in indoor air quality levels above 0.016 parts per million (ppm) of formaldehyde.

B. For leases 10,000 RSF or greater, the paint finish must meet applicable, statutory environmentally preferable criteria related to biobased and recovered material content as outlined in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT).and [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/1338/PAINT/0?ADDON=FALSE](https://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/1338/PAINT/0?ADDON=FALSE).

### 5.07 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

### 5.08 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

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**5.09 PARTITIONS: SUBDIVIDING (OCT 2019)**

- A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).
- B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
- C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.
- D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.
- E. For leases 10,000 RSF or greater, the Lessor is encouraged to use materials for newly installed gypsum board meeting applicable environmentally preferable criteria that are recommended in the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT) and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1735/wallboardgypsum-boarddrywall/0?addon=False>.

**5.10 WALL FINISHES (OCT 2019)**

If the Government chooses to install a wall covering, the following specifications shall apply:

- A. Commercial grade, weighing not less than 13 ounces per square yard.
- B. For leases 10,000 RSF or greater, wall covering shall be vinyl-free, chlorine-free, plasticizer-free, with recycled or bio-based content. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

**5.11 PAINTING – TI (OCT 2019)**

- A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors and type of paint acceptable to the Government.
- B. For leases 10,000 RSF or greater, the Lessor shall provide interior paints, primers, coatings, stains, and sealers that meet applicable, statutory, environmentally preferable criteria for biobased and recovered material content as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT) and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/1338/paint/0?addon=False>. The Lessor shall use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible.

**5.12 FLOOR COVERINGS AND PERIMETERS (OCT 2019)**

- A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.
- B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.
- C. Any alternate flooring shall be pre-approved by the Government.
- D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. For leases 10,000 RSF or greater, floor covering and perimeter products must meet applicable, statutory, environmentally preferable criteria related to biobased and recovered material content as outlined under the Green Procurement Compilation at [WWW.SFTOOL.GOV/GREENPROCUREMENT](http://WWW.SFTOOL.GOV/GREENPROCUREMENT) and [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/23/CARPET/0?ADDON=FALSE](https://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/23/CARPET/0?ADDON=FALSE), [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/1307/FLOOR-COVERINGS-NON-CARPET/0?ADDON=FALSE](https://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/3/BUILDING-FINISHES/1307/FLOOR-COVERINGS-NON-CARPET/0?ADDON=FALSE), and <https://sftool.gov/greenprocurement/green-products/3/building-finishes/97/floor-tiles-heavy-dutycommercial/0?addon=False>.

2. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

3. Performance requirements for broadloom and modular tile:

- a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
- b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
- c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
- d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

**NOTE:** Testing must be performed in a NVLAP accredited laboratory.

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4. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

5. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

6. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

#### 5.13 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

#### 5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

#### 5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

#### 5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

#### 5.17 DATA DISTRIBUTION (JUN 2012) - MODIFIED

The Government shall be responsible for the cost of purchasing and installing data cable, unless the Government requests this to be completed by the Lessor as part of the Tenant Improvement Allowance. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

#### 5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Lessor shall be responsible for the cost of purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

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C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

#### **5.19 LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)**

A. **FIXTURES:** Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking – Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. **PENDANT STYLE FIXTURES:** If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C. **MIXED FIXTURES:** DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.

D. **BUILDING PERIMETER:** There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

#### **5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)**

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

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**SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM**

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**6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)**

A. The Government's normal hours of operations are established as **7:30 AM to 5:30 PM**, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

**6.02 UTILITIES (APR 2011)**

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

**6.03 INTENTIONALLY DELETED****6.04 UTILITY CONSUMPTION REPORTING (OCT 2016)**

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.energystar.gov/). Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: [www.gsa.gov/ucr](http://www.gsa.gov/ucr))

**6.05 HEATING AND AIR CONDITIONING (OCT 2018)**

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. **100** ABOA SF of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The peak BTU output of this room is established as **54,693** BTU per hour. The temperature of this room shall be maintained between **62 and 72** degrees F, with humidity control at 50% relative humidity, regardless of outside temperature or seasonal changes. Lessor shall refer to the document titled "Computer Room or LAN closet electrical requirements" for further information.

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**6.06 OVERTIME HVAC USAGE (OCT 2018)**

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is \$3,500 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,500 shall be placed using GSA Form 300, Order for Supplies or Services, or

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other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease. Commission Agreement

#### 6.07 JANITORIAL SERVICES (JUN 2012)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

J. Every two years. Shampoo carpets in all offices and other non-public areas.

K. Every five years. Dry clean or wash (as appropriate) all draperies.

L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

#### 6.08 SELECTION OF CLEANING PRODUCTS (OCT 2019)

For leases 10,000 RSF or greater where the Government is a sole occupant of the Building, the Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that meet applicable, statutory, environmentally preferable criteria related to biobased and recovered material content as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GREENPORCUREMENT](https://sftool.gov/greenprocurement/green-products/5/cleaning-products/0) and <https://sftool.gov/greenprocurement/green-products/5/cleaning-products/0>.

#### 6.09 SELECTION OF PAPER PRODUCTS (OCT 2019)

For leases 10,000 RSF or greater where the Government is a sole occupant of the Building, the Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) that meet applicable, statutory, environmentally preferable criteria related to recovered material content as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GREENPORCUREMENT](https://sftool.gov/greenprocurement/green-products/5/cleaning-products/0) and <https://sftool.gov/greenprocurement/green-products/5/cleaning-products/0>

#### 6.10 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5

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inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

#### **6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)**

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

#### **6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016) - MODIFIED**

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.

2. Lessor shall perform cyclical repainting of the Space every 5 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense. Cyclical repainting shall only occur twice during the Lease term."

#### **6.13 ASBESTOS ABATEMENT (APR 2011)**

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

#### **6.14 ONSITE LESSOR MANAGEMENT (APR 2011)**

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

#### **6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)**

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

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E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

#### **6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)**

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

#### **6.17 LANDSCAPING (OCT 2019)**

A. For leases 10,000 RSF or greater where the Government is the sole occupant of the building, the Lessor shall use landscaping products that meet applicable, statutory, environmentally preferable criteria related to recycled content as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL/GREENPROCUREMENT](https://SFTOOL/GREENPROCUREMENT) AND [HTTPS://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/6/LANDSCAPING-PRODUCTS/0](https://SFTOOL.GOV/GREENPROCUREMENT/GREEN-PRODUCTS/6/LANDSCAPING-PRODUCTS/0).

B. Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for herbicides, fertilizers and pesticides; and
2. Composting/recycling all yard waste.

C. For leases 10,000 RSF or greater, if the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

#### **6.18 LANDSCAPE MAINTENANCE (APR 2011)**

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

#### **6.19 RECYCLING (JUN 2012)**

A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.

C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

#### **6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)**

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

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**6.21 ~~SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (OCT 2017)~~  
INTENTIONALLY DELETED****6.22 INDOOR AIR QUALITY (OCT 2019)**

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded. .

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

**6.23 RADON IN AIR (OCT 2016)**

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon) .

**6.24 RADON IN WATER (JUN 2012)**

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

**6.25 HAZARDOUS MATERIALS (SEP 2013)**

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

**6.26 MOLD (OCT 2018)**

A. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph C below.

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B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of actionable mold.

C. Within 72 hours following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government. After all leaks have been identified and corrected, the Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008) and all applicable state laws pertaining to mold remediation practices. Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

#### **6.27 OCCUPANT EMERGENCY PLANS (SEP 2013)**

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

#### **6.28 ~~FLAG-DISPLAY (OCT 2016)~~ INTENTIONALLY DELETED**

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LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

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## SECTION 7     ADDITIONAL TERMS AND CONDITIONS

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### 7.01     SECURITY REQUIREMENTS (OCT 2016)

The Lessor agrees to the requirements of Federal Security Level II attached to this Lease.

### 7.02     MODIFIED LEASE PARAGRAPHS (OCT 2016)

The following paragraphs have been modified in this Lease:

Paragraph 5.17  
Paragraph 5.18 (B)  
Paragraph 6.05 (G)  
Paragraph 1.03  
Paragraph 6.07  
Paragraph 6.12

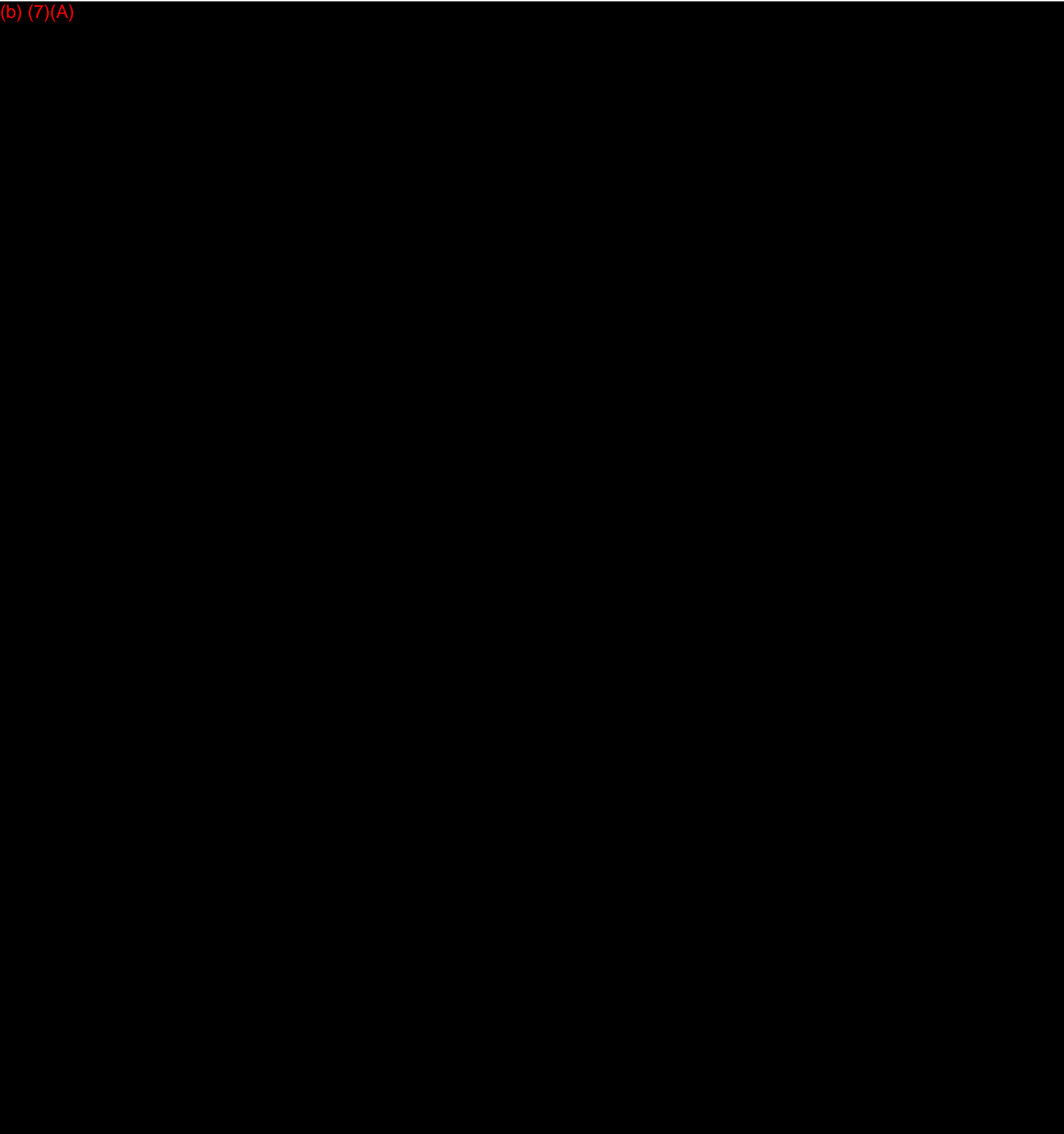
### 7.03     ~~ADDENDUM TO GSA FORM 3517B, GENERAL CLAUSES, NO FEDERALLY ELECTED OFFICIALS TO BENEFIT (OCT 2018)~~ INTENTIONALLY DELETED

### 7.04     ADDITIONAL TENANT IMPROVEMENT CLARIFICATIONS (MAR 2021)

Notwithstanding anything in the Lease to the contrary; the Government agrees to clarify the following:

1. Any requirements in the Lease Exhibits, except those specifically designated as 'Shell' in the Security Requirements, shall be considered and priced as a Tenant Improvement or BSAC. Furthermore, any TI requirements that necessitate an expansion or enhancement of a shell requirement above and beyond what is listed in the GSA Form L100, such expansion or enhancement shall be considered and priced as a Tenant Improvement or BSAC.

EXHIBIT A: FLOOR PLAN



(b) (7)(A)



(b) (7)(A)

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The GSA will have 23 parking spots allocated per the plan below in red. 20 of the spaces will be located Sub Basement, and 3 spaces will be in the basement level, which both have direct access to an elevator that will bring them to the lobby. All 23 parking spaces will be self-park, and will not require the valet service to operate the FDA's vehicles. Since the garage will continue to operate as a valet garage, there may be need for valet assistance when leaving the garage or if arriving late in the day. Valet Assist is a very simple process where, during garage business hours, the valet will move any cars that happen to be blocking a FDA parking space and will allow you to self park your car in the space. At no point will the valet operate your vehicle and at no point will a parking spot, indicated below, be used by the valet to park another car.

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LEASE NO. GS-05P-LIL00521, LESSOR: [REDACTED] GOVERNMENT: [REDACTED]

EXHIBIT C: BASEMENT PARKING CURB IMPROVEMENTS

The Lessor shall make the following modifications to the sub-level parking basement curb cut:

1. On the driveway side – The Lessor shall cut into the curb to create more of a slope
2. On the inside of the curb – The Lessor shall install a small sloping ramp

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EXHIBIT C: BASEMENT PARKING CURB IMPROVEMENTS

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LEASE NO. GS-05P-LIL00521, LESSOR: \_\_\_\_\_

**SPECIFIC REQUIREMENTS REPORT**  
**FOR**  
**US Food and Drug Administration**  
**FDA**  
**Chicago, IL**

**SPACE REQUIREMENTS SUMMARY**

REQUIREMENTS DEVELOPMENT for:  
**US Food and Drug Administration**  
**FDA**

Prepared by  
Tilton Kelly & Bell

Date: 03/18/19

**LOCATION**  
Chicago, IL

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## EXHIBIT D: AGENCY REQUIREMENTS

STAFF/POPULATED SPACE		Space Type	SF/Space Type	Quantity Per Type	SF Projections	Comments
	<b>FDA Combined Office (District &amp; Regional)</b>					
1	District Director DD	Office A	155	1	155	Located near main entrance
2	DD Secretary	Office C	80	1	80	
3	BIMO PDD	Office A	155	1	155	
4	DD Staff	Office B	115	5	575	
5	Visiting Supervisor Director	Office B	115	2	230	
6	Compliance Director	Office B	115	2	230	
7	Compliance Officers	Office B	80	7	560	
8	Compliance Staff	Office C	80	3	240	
9	Headquarters Manager/Supervisor	SO	115	3	345	Shared 2 person offices
10	Headquarters Staff	WS	80	2	160	
11	Investigations Director	Office B	115	1	115	Adjacent to Food Staff
12	Investigations Staff	Office C	80	2	160	Adjacent to Food Director
13	Investigations Manager/Supervisor	Office B	115	3	345	
14	Investigations CST	WS	80	3	240	
15	Investigators	WS	80	27	2160	
16	IT Director	Office A	155	1	155	
17	IT Staff	Office C	80	7	560	
18	State Cooperative Director	Office B	115	2	230	
19	DFA Administrative Manager/Supervisor	Office B	115	1	115	
20	DFA Administrative Staff	Office C	80	6	480	
21	DFA Policy Manager/Supervisor	Office C	80	3	240	
22	DFA Policy Staff	WS	80	1	80	
23	Finance Manager/Supervisor	Office B	115	1	115	Acquisitions
24	Finance Staff	WS	80	2	160	
25	Human Resources Manager/Supervisor	Office B	115	3	345	
26	Human Resources Staff	WS	80	10	800	Remotely located
27	Union Office	Office C	80	1	80	
<b>Subtotals:</b>				<b>101</b>	<b>9,110</b>	
<b>Circulation Factor (35%):</b>					<b>3,189</b>	
<b>Fit Factor (5%):</b>					<b>456</b>	
<b>Subtotal Usable Area:</b>					<b>12,754</b>	

REQUIREMENTS DEVELOPMENT for:  
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**FDA**

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 Tilton Kelly & Bell

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## EXHIBIT D: AGENCY REQUIREMENTS

## SPACE REQUIREMENTS SUMMARY (CONT.)

SUPPORT AREAS/UNPOPULATED SPACE		Space Type	SF/Space Type	Quantity Per Type	SF Projections	Comments
28	Reception	Area	200	1	200	adjacent to Hearing Conference Room
29	Coat Closet	Room	80	1	80	adjacent to reception
30	Break Room	Room	355	1	355	Able to be combined with Training Room 600 to 355
31	Conference - Training Room (Divisible)	Room	900	1	900	Near main entrance
32	COOP Storage (included in Conference - Training)	Area	10	1	10	storage closet for MREs in large conference
33	FSMA Hub (part of Large Conference)	Area	0	1	0	
34	Conference Room - Hearing	Room	300	1	300	adjacent to reception and main entrance 400-300
35	Hearing Waiting Area	Area	80	0	0	use reception for hearing waiting area
36	Conference Room - Small	Room	300	2	600	500 to 300
37	Library (included in Conference Room - Small)	Area	0	1	0	
38	Telephone Room	Room	80	4	320	
39	Copy Room	Room	80	4	320	
40	Mail Storage & Central Supply	Room	100	1	100	200 to 100
41	Shower/Restroom	Room	80	1	80	no lockers
42	Lactation Room	Room	80	1	80	
43	Badging Station (office)	Room	80	1	80	
44	File Room - Compliance	Room	200	1	200	400 to 200
45	Investigations Files	Room	800	1	800	1250 to 800
46	Open File Storage, Investigations	Area	5	61	305	
47	Investigation Supplies	Room	300	1	300	700 to 300
48	Investigation Sample Prep Room	Room	350	1	350	Located with easy access to the exterior or public corridor; requires access without walking through the office. 500 to 350
49	IT LAN Room	Room	100	1	100	located near IT staff
50	IT IDF Closet	Room	80	2	160	quantity dependent on number of floors occupied
51	IT Workroom	Room	100	1	100	located near IT staff - 200 to 100
52	IT Secured Storage	Room	100	1	100	150 to 100
53	Open File Storage, State Cooperative	Area	0	1	0	
54	File Room - Administrative	Room	150	1	150	195 to 150
55	Open File Storage, Finance	Area	100	1	100	105 to 100

REQUIREMENTS DEVELOPMENT for:  
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EXHIBIT D: AGENCY REQUIREMENTS

5						
5	Storage Room - HR	Room	150	I	150	200-150
6						
7	Open File Storage, HQ Staff	Area	0	0	0	
8						
5	Open File Storage, HR	Area	150	I	150	
8						
5	Open File Storage, CST	Area	50	I	50	
9						
Subtotals:					6,440	
Circulation Factor (35%):					2,254	
Fit Factor (5%):					322	
Subtotal Usable Area:					9,016	
Total:					21,770	

General Notes:

- 1 If the program is divided over two floors the ideal program division is (Headquartes can be located on either floor):  
**Floor A:** District Director, Compliance, Investigations, and State Coop.  
**Floor B:** IT, DFA, Finance and HR
- 2 Private office distribution and orientation will be developed in conjunction with the space planning process and will be dependent on the limitations of the selected building geometry.  
As a general A Offices will be on the exterior glassline, followed by B Offices then C offices.
- 3 There are no functional relationships between departments. Each department shall be grouped together with their corresponding support spaces.

REQUIREMENTS DEVELOPMENT for:  
**US Food and Drug Administration**  
**FDA**

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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**JOB TITLE:** District Director DD, BIMO PDD  
IT Director  
**SPACE TYPE:** Office A  
**ADJACENCIES:** A Offices shall be located near departmental staff.

**WALLS:** Partitioning between offices or between offices and other rooms shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of structural slab above, acoustically treated to provide a minimum STC rating of 45.  
Partitioning at door wall shall be metal framed 1/4" glass and gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C finished to min. 6" above ceiling. Glass frames shall match door frames. Provide translucent film at glass in pattern and density selected by the agency.

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency.

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style, office function lockset; coat hook.

**FINISHES**

**FLOOR/BASE:** Modular carpet tile as reviewed and approved by the Agency meeting the following minimum requirements:  
Pile Density: 6,200 oz/yd  
Face Weight: 22 oz  
Stiches Per Inch: 9.5  
Gauge: 1/10  
Fiber: 100% Solution Dyed Nylon  
Indoor Air Quality: CRI Green Label + Certified  
Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual" . Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard 2x4 lighting as required to meet a minimum of 40 foot-candles at 30" AFF.

**ELECTRICAL:** Duplex receptacles: 4 *Coordinate w/ FDA infrastructure requirements*

**COMMUNICATIONS:** Data Drops: 1 \*\*\* *Coordinate w/ FDA infrastructure requirements*

\*\*\* One data drop shall consist to (1) voice and (2) data receptacles in a single faceplate.

Area shall be equipped with sound masking system.

REQUIREMENTS DEVELOPMENT for:  
**US Food and Drug Administration**  
**FDA**

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Tilton Kelly & Bell

Date: 03/18/19

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LEASE NO. GS-05P-LIL00521, LESSOR:



EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** **FDA**  
**JOB TITLE:** District Director DD, BIMO PDD  
IT Director  
**SPACE TYPE:** **Office A - Continued**  
**ADJACENCIES:** A Offices shall be located near departmental staff.

---

HVAC /  
ENVIRONMENTAL: Code required, building standard distribution  
  
EQUIPMENT: (AGENCY PROVIDED) PC, phone, printer  
  
FURNITURE: (AGENCY PROVIDED)  
  
OTHER: A Offices shall have window line priority.

---

REQUIREMENTS DEVELOPMENT for:  
**US Food and Drug Administration**  
**FDA**

Prepared by  
Tilton Kelly & Bell

**Date: 03/18/19**

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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** **FDA**  
**JOB TITLE:** DD Staff, Visiting Supervisor Director,  
Compliance Director, Investigations Food  
Director, Investigations Food  
Manager/Supervisor, State Cooperative  
Director, DFA Administrative  
Manager/Supervisor, Finance  
Manager/Supervisor, HR Manager/Supervisor  
**SPACE TYPE:** **Office B**  
**ADJACENCIES:** B Offices shall be located near departmental  
staff.

**WALLS:** Partitioning between offices or between offices and other rooms shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of structural slab above, acoustically treated to provide a minimum STC rating of 45.  
Partitioning at door wall shall be metal framed 1/4" glass and gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C finished to min. 6" above ceiling. Glass frames shall match door frames. Provide translucent film at glass in pattern and density selected by the agency.

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency.

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style, office function lockset; coat hook.

**FINISHES**  
**FLOOR/BASE:** Modular carpet tile as reviewed and approved by the Agency meeting the following minimum requirements:  
Pile Density: 6,200 oz/yd  
Face Weight: 22 oz  
Stiches Per Inch: 9.5  
Gauge: 1/10  
Fiber: 100% Solution Dyed Nylon  
Indoor Air Quality: CRI Green Label + Certified

Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual" . Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard 2x4 lighting as required to meet a minimum of 40 foot-candles at 30" AFF.

REQUIREMENTS DEVELOPMENT for:  
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**FDA**

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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** **FDA**  
**JOB TITLE:** DD Staff, Visiting Supervisor Director,  
Compliance Director, Investigations Food  
Director, Investigations Food  
Manager/Supervisor, State Cooperative  
Director, DFA Administrative  
Manager/Supervisor, Finance  
Manager/Supervisor, HR Manager/Supervisor  
**SPACE TYPE:** **Office B - Continued**  
**ADJACENCIES:** B Offices shall be located near departmental  
staff.

ELECTRICAL: Duplex receptacles: 4 *Coordinate w/ FDA infrastructure requirements*  
COMMUNICATIONS: Data Drops: 1 \*\*\* *Coordinate w/ FDA infrastructure requirements*

\*\*\* One data drop shall consist to (1) voice and (2) data receptacles in a single faceplate.  
Area shall be equipped with sound masking system

HVAC /  
ENVIRONMENTAL: Code required, building standard distribution  
EQUIPMENT: (AGENCY PROVIDED) PC, phone, printer  
FURNITURE: (AGENCY PROVIDED)  
OTHER:

REQUIREMENTS DEVELOPMENT for:  
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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** **FDA**  
**JOB TITLE:** DD Secretary, Compliance Officers,  
Compliance Staff, DIB Staff Foods, IT Staff,  
DFA Administrative Staff, DFA Policy  
Manager/Supervisor, Union Office  
**SPACE TYPE:** **Office C**  
**ADJACENCIES:** C Offices shall be located near departmental  
staff.

- WALLS:** Partitioning between offices or between offices and other rooms shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of structural slab above, acoustically treated to provide a minimum STC rating of 45.  
Partitioning at door wall shall be metal framed 1/4" glass and gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C finished to min. 6" above ceiling. Glass frames shall match door frames. Provide translucent film at glass in pattern and density selected by the agency.
- DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency.
- HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style, office function lockset; coat hook.
- FINISHES**  
**FLOOR/BASE:** Modular carpet tile as reviewed and approved by the Agency meeting the following minimum requirements:  
Pile Density: 6,200 oz/yd  
Face Weight: 22 oz  
Stiches Per Inch: 9.5  
Gauge: 1/10  
Fiber: 100% Solution Dyed Nylon  
Indoor Air Quality: CRI Green Label + Certified
- Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.
- WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual" . Color to be reviewed and approved by the Agency.
- CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.
- LIGHTING:** Building standard 2x4 lighting as required to meet a minimum of 40 foot-candles at 30" AFF.

REQUIREMENTS DEVELOPMENT for:  
**US Food and Drug Administration**  
**FDA**

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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** **FDA**  
**JOB TITLE:** DD Secretary, Compliance Officers,  
Compliance Staff, DIB Staff Foods, IT Staff,  
DFA Administrative Staff, DFA Policy  
Manager/Supervisor, Union Office  
**SPACE TYPE:** **Office C - Continued**  
**ADJACENCIES:** C Offices shall be located near departmental  
staff.

ELECTRICAL: Duplex receptacles: 4 *Coordinate w/ FDA infrastructure requirements*

COMMUNICATIONS: Data Drops: 1 \*\*\* *Coordinate w/ FDA infrastructure requirements*

\*\*\* One data drop shall consist to (1) voice and (2) data receptacles in a single faceplate.

Area shall be equipped with sound masking system

HVAC /  
ENVIRONMENTAL: Code required, building standard distribution

EQUIPMENT: (AGENCY PROVIDED) PC, phone, printer

FURNITURE: (AGENCY PROVIDED)

OTHER:

REQUIREMENTS DEVELOPMENT for:  
**US Food and Drug Administration**  
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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**JOB TITLE:** HQ Manager / Supervisors  
**SPACE TYPE:** Office D (SO) – Shared Office  
**ADJACENCIES:** D Offices shall be located near departmental staff.

**WALLS:** Partitioning between offices or between offices and other rooms shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of structural slab above, acoustically treated to provide a minimum STC rating of 45.  
Partitioning at door wall shall be metal framed 1/4" glass and gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C finished to min. 6" above ceiling. Glass frames shall match door frames. Provide translucent film at glass in pattern and density selected by the agency.

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency.

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style, office function lockset; coat hook.

FINISHES

**FLOOR/BASE:** Modular carpet tile as reviewed and approved by the Agency meeting the following minimum requirements:  
Pile Density: 6,200 oz/yd  
Face Weight: 22 oz  
Stiches Per Inch: 9.5  
Gauge: 1/10  
Fiber: 100% Solution Dyed Nylon  
Indoor Air Quality: CRI Green Label + Certified  
  
Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual" . Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard 2x4 lighting as required to meet a minimum of 40 foot-candles at 30" AFF.

**ELECTRICAL:** Duplex receptacles: 8 *Coordinate w/ FDA infrastructure requirements*

**COMMUNICATIONS:** Data Drops: 2 \*\*\* *Coordinate w/ FDA infrastructure requirements*

\*\*\* One data drop shall consist to (1) voice and (2) data receptacles in a single faceplate.

Area shall be equipped with sound masking system

REQUIREMENTS DEVELOPMENT for:  
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**FDA**

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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**JOB TITLE:** HQ Manager / Supervisors  
**SPACE TYPE:** Office D (SO) - Shared Office - Continued  
**ADJACENCIES:** D Offices shall be located near departmental staff.

HVAC /  
ENVIRONMENTAL: Code required, building standard distribution  
  
EQUIPMENT: (AGENCY PROVIDED) (2) PC, (2) phone, (2) printer  
  
FURNITURE: (AGENCY PROVIDED)  
  
OTHER:

REQUIREMENTS DEVELOPMENT for:  
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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**JOB TITLE:** Staff- Headquarters, Investigations CST  
Investigators, DFA Policy, Finance, HR  
**SPACE TYPE:** Workstation  
**ADJACENCIES:** Staff shall be grouped with their department staff.

**WALLS:** N/A  
**DOORS/FRAMES:** N/A  
**HARDWARE:** N/A

**FINISHES**  
**FLOOR/BASE:** Modular carpet tile as reviewed and approved by the Agency meeting the following minimum requirements:  
Pile Density: 6,200 oz/yd  
Face Weight: 22 oz  
Stiches Per Inch: 9.5  
Gauge: 1/10  
Fiber: 100% Solution Dyed Nylon  
Indoor Air Quality: CRI Green Label + Certified  
Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes..

**NEARBY WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual". Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard 2x4 lighting as required to meet a minimum of 40 foot-candles at 30" AFF.

**ELECTRICAL:** Duplex receptacles 4 *Coordinate w/ FDA infrastructure requirements*

**COMMUNICATIONS:** Data Drops: 1 \*\*\* *Coordinate w/ FDA infrastructure requirements*  
\*\*\* One data drop shall consist to (1) voice and (2) data receptacles in a single faceplate.  
  
Area shall be equipped with sound masking system

**HVAC / ENVIRONMENTAL:** Code required, building standard distribution.

**EQUIPMENT:** (AGENCY PROVIDED) PC, Phone

**FURNITURE:** (AGENCY PROVIDED) Systems furniture, task chair. All storage and files shall be lockable. Provide "Open File Storage" as identified on the Space Requirements Summary locate near corresponding departments in quantities indicated.

**OTHER:**

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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Reception  
**SPACE TYPE:** Support  
**ADJACENCIES:** Hearing Conference Room

**WALLS:** N/A

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency.

**HARDWARE:** At suite entrance: commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges with non-removable or welded hinge pins, of quantities recommended by manufacturer for size & weight of door (1 hinge shall be electric), doorstop; commercial grade, mortise style electric lock controlled by a remote card reader (coordinate system requirements with agency), and heavy duty, parallel-arm, surface mounted closer, mounted on room side. Egress shall always be available.

*Note: All doors separating staff and public spaces shall have hardware that meets requirements described above.*

**FINISHES**

**FLOOR/BASE:** Modular carpet tile as reviewed and approved by the Agency meeting the following minimum requirements:

Pile Density: 6,200 oz/yd<sup>3</sup>

Face Weight: 22 oz

Stiches Per Inch: 9.5

Gauge: 1/10

Fiber: 100% Solution Dyed Nylon

Indoor Air Quality: CRI Green Label + Certified

Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual". Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard 2x4 lighting as required to meet a minimum of 40 foot-candles at 30" AFF

**ELECTRICAL:** Duplex receptacles: 4 + convenience receptacles to support space  
Coordinate w/ FDA infrastructure requirements

**COMMUNICATIONS:** Data Drops: 2 \*\*\* Coordinate w/ FDA infrastructure requirements

\*\*\* One data drop shall consist to (1) voice and (2) data receptacles in a single faceplate.

Area shall be equipped with sound masking system

REQUIREMENTS DEVELOPMENT for:  
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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Reception - Continued  
**SPACE TYPE:** Support  
**ADJACENCIES:** Hearing Conference Room

---

**SECURTY:** AI phone with video feed to reception desk, Agency to advise quantity and location of additional video feeds. Chime shall be audible throughout the office. Provide staff training and system commissioning.

The main entrance a door release button shall be located at the reception desk. Other door release button locations shall be coordinated with the agency

The reception desk shall be equipped with a panic button / alarm. Coordinate where alarm sounds and other alarm notifications with agency.

An intrusion detection system shall be provided for the office and designed under the direction of the FDA security specialists

**HVAC / ENVIRONMENTAL:** Code required, building standard distribution

**FURNITURE:** Coordinate with agency for requirements.

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REQUIREMENTS DEVELOPMENT for:  
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## EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Break Room  
**SPACE TYPE:** Support  
**ADJACENCIES:** Training Room

**WALLS:** Partitioning between break room and other rooms shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of structural slab above, acoustically treated to provide a minimum STC rating of 45.  
 Partitioning at door wall shall be full height tempered glass in hollow metal frame finished to suspended ceiling. Extend gypsum board partition above suspended ceiling to structural deck above. Partition extension shall match construction described above.

The Room shall be able to opened to the Training room with an operable partition. Provide structural reinforcing above as required to support partition. Provide acoustically treated gypsum board partition above ceiling that meets or exceeds the acoustic requirements for the partition below. The operable partition shall meet the following minimum requirements:

Panel Operation: Manually operated paired or single panels.

STC: 50 min.

Panel Weight: 8 lbs/sq.ft. max.

Panel Thickness: 3 inches min.

Panel Materials: Steel frame, of manufacturer's standard sheet steel. Panel surface shall be selected by agency from manufacturer's full range of standard finishes.

Panel closure: Manufacturer's standard constant-force, lever-operated mechanical closure expanding from panel edge to create a constant pressure acoustic seal.

Hinges: Concealed

Horizontal Top Seal: PVC faced, mechanical, retractable, constant-force-contact seal exerting uniform constant pressure on track when extended.

Horizontal Bottom Seal: PVC faced, mechanical, retractable, constant-force-contact seal exerting uniform constant pressure on floor when extended.

Carriers: Trolley suspension system as required for configuration type, size and weight of partition and for easy operation with steel ball bearing wheels..

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency.

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style, passage function latchset.

**FINISHES**

**FLOOR/BASE:** Vinyl composition floor tile as reviewed and approved by the Agency meeting the following minimum requirements:

Tile Standard: ASTM F 1066, Class 2, through-pattern

Wearing Surface: Smooth

Thickness: 0.125 inch (3.2mm)

Size 12 by 12 inches or alternate format approved by the agency

Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

REQUIREMENTS DEVELOPMENT for:  
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**FDA**

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## EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Break Room - continued  
**SPACE TYPE:** Support  
**ADJACENCIES:** Centrally located

---

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual". Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard 2 x 4 lighting as required to meet a minimum of 40 foot-candles at 30" AFF

**ELECTRICAL:** Duplex receptacles: 8 coordinate equipment locations and power requirements.

**COMMUNICATIONS:** Data Drops: 4 \*\*\*  
\*\*\* One data drop shall consist to (1) voice and (2) data receptacles in a single faceplate  
  
Area shall be equipped with sound masking system

**EQUIPMENT:** (AGENCY PROVIDED) (1) commercial refrigerator, (1) sink, (2) microwaves, (1) water dispenser, (1) Coffee Maker, (1) TV

**HVAC / ENVIRONMENTAL:** Code required, building standard distribution. Provide exhaust fan for smells.

**FURNITURE:** (AGENCY PROVIDED) (5) 36" dia tables, (20) side chairs with metal frame and polyurethane seat and back.

**MILLWORK:** Upper and lower plastic laminate cabinets and countertop, with adjustable shelves, 9'-0" length, min.

---

REQUIREMENTS DEVELOPMENT for:  
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**FDA**

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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Conference - Training Room (divisible)  
**SPACE TYPE:** Support  
**ADJACENCIES:** Main Entrance

**WALLS:** Partitioning shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of structural slab above, acoustically treated to provide a minimum STC rating of 45. Partitioning at door wall shall be full height tempered glass in hollow metal frame finished to ceiling with acoustically treated gypsum board partition to deck above. Provide translucent film in pattern and density selected by the Agency.

The Room shall be subdivided into 2 equal rooms of 450 SF with an operable partition. Provide structural reinforcing above as required to support partition. Provide acoustically treated gypsum board partition above ceiling that meets or exceeds the acoustic requirements for the partition below. The operable partition shall meet the following minimum requirements:

Panel Operation: Manually operated paired or single panels.

STC: 50 min.

Panel Weight: 8 lbs/sq.ft. max.

Panel Thickness: 3 inches min.

Panel Materials: Steel frame, of manufacturer's standard sheet steel. Panel surface shall be selected by agency from manufacturer's full range of standard finishes.

Panel closure: Manufacturer's standard constant-force, lever-operated mechanical closure expanding from panel edge to create a constant pressure acoustic seal.

Hinges: Concealed

Horizontal Top Seal: PVC faced, mechanical, retractable, constant-force-contact seal exerting uniform constant pressure on track when extended.

Horizontal Bottom Seal: PVC faced, mechanical, retractable, constant-force-contact seal exerting uniform constant pressure on floor when extended.

Carriers: Trolley suspension system as required for configuration type, size and weight of partition and for easy operation with steel ball bearing wheels..

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency.

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style, office function lockset. Provide acoustic door bottom and jamb seals.

REQUIREMENTS DEVELOPMENT for:  
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**FDA**

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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Conference - Training Room (divisible)  
**SPACE TYPE:** Support  
**ADJACENCIES:** Main Entrance

---

**FINISHES**

**FLOOR/BASE:** Modular carpet tile as reviewed and approved by the Agency meeting the following minimum requirements:  
Pile Density: 6,200 oz/yd  
Face Weight: 22 oz  
Stiches Per Inch: 9.5  
Gauge: 1/10  
Fiber: 100% Solution Dyed Nylon  
Indoor Air Quality: CRI Green Label + Certified

Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual". Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard 2x4 lighting as required to meet a minimum of 40 foot-candles at 30" AFF. Provide wall wash lighting at display walls. All lighting shall be dimmable to 1%

**ELECTRICAL:** Duplex receptacles: 20 - located in 10 flush floor boxes or poke-thru distributed to coordinate with multiple furniture configurations  
8 - locate 2 at each wall, coordinate with furniture for access.

**COMMUNICATIONS:** Telephone outlets: Coordinate quantity with agency  
Data outlets: As required to support agency's AV systems  
Wireless Data: Locations as required for coverage.  
AV: Provide infrastructure, cabling and terminations to support agency's AV systems and equipment

Area shall be equipped with sound masking system

**HVAC / ENVIRONMENTAL:** Code required, building standard distribution

**EQUIPMENT:** (GOVERNMENT PROVIDED) Ceiling mounted projector and recessed, ceiling mounted, motorized projection screen sized to the room geometry, video conferencing equipment, tele-conferencing system, and sound reinforcement.

**FURNITURE:** (GOVERNMENT PROVIDED) Reconfigurable tables to seat a total of (50) and sized to fit the dimensions and configuration of the room, (75) stack chairs with carts; white board, and credenza to house AV equipment (coordinate AV requirements with agency),

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REQUIREMENTS DEVELOPMENT for:  
**US Food and Drug Administration**  
**FDA**

Prepared by  
Tilton Kelly & Bell

Date: 03/18/19

**LOCATION**  
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LEASE NO. GS-05P-LIL00521, LESSOR:

EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Conference Room - Large - Continued  
**SPACE TYPE:** Support  
**ADJACENCIES:** Main Entrance

---

OTHER: Provide **COOP Storage** within Large Conference Room, COOP storage may be a small room, cabinet or credenza, coordinate with agency

Provide area for **FSMA Hub** within Large Conference Room, coordinate exact furniture and AV requirements with agency.

Provide closet for furniture storage, size to accommodate agency's furniture.

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REQUIREMENTS DEVELOPMENT for:  
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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Conference Room - Hearing  
**SPACE TYPE:** Support  
**ADJACENCIES:** Reception (Hearing Waiting)

**WALLS:** Partitioning shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of structural slab above, acoustically treated to provide a minimum STC rating of 45. Partitioning at door wall shall be full height tempered glass in hollow metal frame finished to ceiling with acoustically treated gypsum board partition to deck above. Provide translucent film in pattern and density selected by the Agency.

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency.

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style, office function lockset. Provide acoustic door bottom and jamb seals.

**FINISHES**

**FLOOR/BASE:** Modular carpet tile as reviewed and approved by the Agency meeting the following minimum requirements:

Pile Density: 6,200 oz/yd  
Face Weight: 22 oz  
Stiches Per Inch: 9.5  
Gauge: 1/10  
Fiber: 100% Solution Dyed Nylon  
Indoor Air Quality: CRI Green Label + Certified

Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual" . Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard 2x4 lighting as required to meet a minimum of 40 foot-candles at 30" AFF. Provide wall wash lighting at display walls. All lighting shall be dimmable to 1%

**ELECTRICAL:** Duplex receptacles: 2 - located in table  
4 - locate 1 at each wall, coordinate with furniture for access.

**COMMUNICATIONS:** Data Drops: 3 \*\*\* - locate 2 at table and 1 at wall.

\*\*\* One data drop shall consist to (1) voice and (2) data receptacles in a single faceplate.

Area shall be equipped with sound masking system

REQUIREMENTS DEVELOPMENT for:  
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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Conference Room - Hearing - Continued  
**SPACE TYPE:** Support  
**ADJACENCIES:** Reception (Hearing Waiting)

---

HVAC /  
ENVIRONMENTAL: Code required, building standard distribution

EQUIPMENT: (AGENCY PROVIDED) tele-conference phone, wall mounted monitor or ceiling mounted project and screen sized to room geometry, video conference equipment.

FURNITURE: (AGENCY PROVIDED) Table to seat a total of (20) and sized to fit the dimensions and configuration of the room, (20) task chairs; white board, credenza sized to accommodate agency AV equipment.

OTHER: The hearing room shall be upscale with highly professional and serious furniture (provided by the agency). The room shall be located on a window line, preferably with south exposure. The table shall be rectangular with the FDA sitting backs to the window, .

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## EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Conference Room - Small  
**SPACE TYPE:** Support  
**ADJACENCIES:** TBD

**WALLS:** Partitioning shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of structural slab above, acoustically treated to provide a minimum STC rating of 45. Partitioning at door wall shall be full height tempered glass in hollow metal frame finished to ceiling with acoustically treated gypsum board partition to deck above. Provide translucent film in pattern and density selected by the Agency.

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency.

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style, office function lockset. Provide acoustic door bottom and jamb seals.

**FINISHES**

**FLOOR/BASE:** Modular carpet tile as reviewed and approved by the Agency meeting the following minimum requirements:  
Pile Density: 6,200 oz/yd  
Face Weight: 22 oz  
Stiches Per Inch: 9.5  
Gauge: 1/10  
Fiber: 100% Solution Dyed Nylon  
Indoor Air Quality: CRI Green Label + Certified

Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual". Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard 2x4 lighting as required to meet a minimum of 40 foot-candles at 30" AFF. Provide wall wash lighting at display walls. All lighting shall be dimmable to 1%

**ELECTRICAL:** Duplex receptacles: 2 - located in table  
4 - locate 1 at each wall, coordinate with furniture for access.

**COMMUNICATIONS:** Data Drops: 3 \*\*\* - locate 2 at table and 1 at wall.  
\*\*\* One data drop shall consist to (1) voice and (2) data receptacles in a single faceplate.  
Area shall be equipped with sound masking system

REQUIREMENTS DEVELOPMENT for:  
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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Conference Room - Small - Continued  
**SPACE TYPE:** Support  
**ADJACENCIES:** TBD

---

HVAC /  
ENVIRONMENTAL: Code required, building standard distribution

EQUIPMENT: (AGENCY PROVIDED) tele-conference phone, wall mounted monitor, video conference equipment.

FURNITURE: (AGENCY PROVIDED) Table to seat a total of (15) and sized to fit the dimensions and configuration of the room, (15) task chairs; white board, 20 LF of **library shelving** in depths identified by the agency, credenza sized to accommodate agency AV equipment.

OTHER:

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REQUIREMENTS DEVELOPMENT for:  
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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Telephone Room  
**SPACE TYPE:** Support  
**ADJACENCIES:** TBD

**WALLS:** Partitioning shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of structural slab above, acoustically treated to provide a minimum STC rating of 45. Partitioning at door wall shall be full height tempered glass in hollow metal frame finished to ceiling with acoustically treated gypsum board partition to deck above. Provide translucent film in pattern and density selected by the Agency.

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency.

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style, office function latchset. Provide acoustic door bottom and jamb seals.

**FINISHES**

**FLOOR/BASE:** Modular carpet tile as reviewed and approved by the Agency meeting the following minimum requirements:

Pile Density: 6,200 oz/yd  
Face Weight: 22 oz  
Stiches Per Inch: 9.5  
Gauge: 1/10  
Fiber: 100% Solution Dyed Nylon  
Indoor Air Quality: CRI Green Label + Certified

Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual" . Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard 2x4 lighting as required to meet a minimum of 40 foot-candles at 30" AFF. Provide wall wash lighting at display walls. All lighting shall be dimmable to 1%

**ELECTRICAL:** Duplex receptacles: 1 - located in table  
4 - locate 1 at each wall, coordinate with furniture for access.

**COMMUNICATIONS:** Data Drops: 2 \*\*\* - locate 1 at table and 1 at wall.

\*\*\* One data drop shall consist to (1) voice and (2) data receptacles in a single faceplate.

Area shall be equipped with sound masking system

REQUIREMENTS DEVELOPMENT for:  
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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Telephone Room - Continued  
**SPACE TYPE:** Support  
**ADJACENCIES:** TBD

---

HVAC /  
ENVIRONMENTAL: Code required, building standard distribution

EQUIPMENT: (AGENCY PROVIDED) tele-conference phone,

FURNITURE: (AGENCY PROVIDED) Table to seat a total of (4) and sized to fit the dimensions and configuration of the room, (4) side chairs; white board,

OTHER:

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## EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Copy Room  
**SPACE TYPE:** Support  
**ADJACENCIES:** Distributed

**WALLS:** Partitioning shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of suspended ceiling above.

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style, passage function latchset.

**FINISHES**

**FLOOR/BASE:** Vinyl composition floor tile as reviewed and approved by the Agency meeting the following minimum requirements:  
 Tile Standard: ASTM F 1066, Class 2, through-pattern  
 Wearing Surface: Smooth  
 Thickness: 0.125 inch (3.2mm)  
 Size 12 by 12 inches or alternate format approved by the agency

Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual". Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard lighting as required to meet a minimum of 50 foot-candles at 30" AFF

**ELECTRICAL:** Duplex receptacles: 6 coordinate locations and types with equipment

**COMMUNICATIONS:** Telephone outlets: 3\*\* coordinate locations with equipment  
 Data outlets: (CAT6) 3\*\* coordinate locations with equipment

\*\*\* Telephone and Data terminations shall be combined in single faceplate where possible.

**EQUIPMENT:** (AGENCY PROVIDED) (1) multi-purpose copier/printer/scanner, (1) shredder

**HVAC / ENVIRONMENTAL:** Code required, building standard distribution

**FURNITURE:** (AGENCY PROVIDED) Agency to advise furniture / storage requirements.

**MILLWORK:** Upper and lower plastic laminate cabinets and countertop, with adjustable shelves, 6'-0" length, min.

REQUIREMENTS DEVELOPMENT for:  
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**FDA**

Prepared by  
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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Mail Storage and Central Supply  
**SPACE TYPE:** Support  
**ADJACENCIES:** Centrally Located

**WALLS:** Partitioning shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of suspended ceiling above.

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency. Provide separate entrance directly from public corridor for large deliveries. See "Reception" room data sheet for suite entrance security requirements.

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style, passage function latchset, if door is used.

**FINISHES**

**FLOOR/BASE:** Vinyl composition floor tile as reviewed and approved by the Agency meeting the following minimum requirements:  
Tile Standard: ASTM F 1066, Class 2, through-pattern  
Wearing Surface: Smooth  
Thickness: 0.125 inch (3.2mm)  
Size 12 by 12 inches or alternate format approved by the agency

Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual". Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard lighting as required to meet a minimum of 40 foot-candles at 30" AFF

**ELECTRICAL:** Duplex receptacles: 10\*\* coordinate locations with equipment.

**COMMUNICATIONS:** Telephone outlets: 2 coordinate locations with equipment  
Data outlets: 6 coordinate locations with equipment

\*\* Coordinate any special power requirements with agency's equipment.

**EQUIPMENT:** (AGENCY PROVIDED) (2) multi-purpose copier/printer/scanner, (2) shredder and (1) computer station.

REQUIREMENTS DEVELOPMENT for:  
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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:**               **FDA**  
**ROOM NAME:**       Mail Storage and Central Supply  
**SPACE TYPE:**       Support  
**ADJACENCIES:**   Centrally Located

HVAC /  
ENVIRONMENTAL:   Code required, building standard distribution. If door is used determine equipment heat load and provide additional mechanical ventilation as required

FURNITURE:        (AGENCY PROVIDED) Counter height task chair, with 24” seat height (adjustable), shelving in sizes and quantities as directed by the agency, mail sorter with slot quantity and sizes as directed by the agency.

MILLWORK:         Upper and lower plastic laminate cabinets and countertop, with adjustable shelves, 16’-0” length, min.

OTHER:             Provide area for palate storage.

REQUIREMENTS DEVELOPMENT for:  
**US Food and Drug Administration**  
**FDA**

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## EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Shower / Toilet Room (Unisex)  
**SPACE TYPE:** Support  
**ADJACENCIES:** TBD

**WALLS:** Partitioning shall be one layer of 5/8" cement board on shower room side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of structural slab above, acoustically treated to provide a minimum STC rating of 45.

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency.

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style, privacy function lockset with occupied indicator.

**FINISHES**

**FLOOR/BASE:** Ceramic floor tile as reviewed and approved by the Agency meeting the following minimum requirements:  
Wearing Surface: meeting local and national codes for slip resistance.  
Size 2 by 2 inches or alternate format approved by the agency  
Coved ceramic base, coordinating with floor tile.  
Install in accordance with the TCA's Handbook for Ceramic Tile Installation for wet areas.

**WALLS:** Wall Tile: full height coordinating with floor tile.  
Install in accordance with the TCA's Handbook for Ceramic Tile Installation for wet areas.

**CEILING:** Moisture resistant gypsum board.

**LIGHTING:** Water proof fixtures as required to meet a minimum of 25 foot-candles at 30" AFF

**ELECTRICAL:** Duplex receptacles: (1) GFI at sink + Convenience receptacles only.

**COMMUNICATIONS:** Data Drops: None

**EQUIPMENT:** ADA Compliant shower, wall hung toilet and sink.

**HVAC / ENVIRONMENTAL:** Code required, building standard distribution. Provide exhaust fan.

**FURNITURE/ ACCESSORIES:** (AGENCY PROVIDED) (3) towel hooks, (2) soap dispenser, (1) stainless steel shower shelf, (1) shower rod and mold resistant curtain, ADA/ABA compliant grab bars for shower and toilet, ADA compliant shower seat, (1) SS framed mirror w/ integral shelf, (1) toilet paper dispenser, (1) sanitary napkin disposal, (1) trash

**MILLWORK:** None

REQUIREMENTS DEVELOPMENT for:  
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## EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Lactation Room  
**SPACE TYPE:** Support  
**ADJACENCIES:** TBD

**WALLS:** Partitioning shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of suspended ceiling above, provide sound attenuation batt insulation.

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency.

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style, privacy function lockset with occupied indicator.

**FINISHES**

**FLOOR/BASE:** Ceramic floor tile as reviewed and approved by the Agency meeting the following minimum requirements:  
Wearing Surface: meeting local and national codes for slip resistance.  
Size 2 by 2 inches or alternate format approved by the agency  
Coved ceramic base, coordinating with floor tile.  
Install in accordance with the TCA's Handbook for Ceramic Tile Installation for wet areas.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual". Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard 2 x 4 lighting as required to meet a minimum of 40 foot-candles at 30" AFF

**ELECTRICAL:** Duplex receptacles: 3 - coordinate with equipment locations and power requirements.

**COMMUNICATIONS:** Data Drops: 1 \*\*\*  
\*\*\* One data drop shall consist to (1) voice and (2) data receptacles in a single faceplate

**EQUIPMENT:** Countertop sink and controls, under counter refrigerator

**HVAC / ENVIRONMENTAL:** Code required, building standard distribution. Provide exhaust fan.

**FURNITURE/ ACCESSORIES:** (AGENCY PROVIDED) (1) lounge chair, (1) side table

**MILLWORK:** Counter 5'-0" length and base cabinet with accommodation for under counter refrigerator

REQUIREMENTS DEVELOPMENT for:  
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## EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Badging Station (Office)  
**SPACE TYPE:** Room  
**ADJACENCIES:** None

**WALLS:** Partitioning between offices or between offices and other rooms shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of structural slab above, acoustically treated to provide a minimum STC rating of 45.  
Partitioning at door wall shall be metal framed 1/4" glass and gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C finished to min. 6" above ceiling. Glass frames shall match door frames. Provide translucent film at glass in pattern and density selected by the agency. Provide sound attenuating batt insulation between studs.

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency.

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style, storage function lockset; coat hook.

**FINISHES**

**FLOOR/BASE:** Modular carpet tile as reviewed and approved by the Agency meeting the following minimum requirements:  
Pile Density: 6,200 oz/yd  
Face Weight: 22 oz  
Stiches Per Inch: 9.5  
Gauge: 1/10  
Fiber: 100% Solution Dyed Nylon  
Indoor Air Quality: CRI Green Label + Certified

Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual" . Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard 2x4 lighting as required to meet a minimum of 40 foot-candles at 30" AFF.

REQUIREMENTS DEVELOPMENT for:  
**US Food and Drug Administration**  
**FDA**

Prepared by  
Tilton Kelly & Bell

Date: 03/18/19

**LOCATION**  
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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Badging Station (Office) - continued  
**SPACE TYPE:** Room  
**ADJACENCIES:** None

---

ELECTRICAL: Duplex receptacles: 4

COMMUNICATIONS: Data Drops: 2 \*\*\*

\*\*\* One data drop shall consist to (1) voice and (2) data receptacles in a single faceplate.

Area shall be equipped with sound masking system

HVAC /

ENVIRONMENTAL: Code required, building standard distribution

EQUIPMENT: (AGENCY PROVIDED) PC, phone, printer, photo station and related equipment

FURNITURE: (AGENCY PROVIDED)

OTHER:

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REQUIREMENTS DEVELOPMENT for:  
**US Food and Drug Administration**  
**FDA**

Prepared by  
Tilton Kelly & Bell

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## EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** File Room – Compliance  
**SPACE TYPE:** Support  
**ADJACENCIES:** Compliance Staff

**WALLS:** Partitioning shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of suspended ceiling above.

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style electric lock controlled by a remote card reader (coordinate system requirements with agency), and heavy duty, parallel-arm, surface mounted closer, mounted on room side.

FINISHES

**FLOOR/BASE:** Vinyl composition floor tile as reviewed and approved by the Agency meeting the following minimum requirements:

Tile Standard: ASTM F 1066, Class 2, through-pattern

Wearing Surface: Smooth

Thickness: 0.125 inch (3.2mm)

Size 12 by 12 inches or alternate format approved by the agency

Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual". Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard 2x4 lighting as required to meet a minimum of 40 foot-candles at 30" AFF. Layout lighting to support plan of storage units.

**ELECTRICAL:** Duplex receptacles: 4 - locate 1 adjacent to data drop

**COMMUNICATIONS:** Data Drops: 1 \*\*\* - coordinate with location of worksurface  
 \*\*\* One data drop shall consist to (1) voice and (2) data receptacles in a single faceplate.

**HVAC / ENVIRONMENTAL:** Code required, building standard distribution

**FURNITURE:** (AGENCY SUPPLIED) 4 high lateral files (164 drawers). 60" worksurface and task chair.

**OTHER:** Verify floor loading requirements at storage units and provide floor reinforcement as required.

REQUIREMENTS DEVELOPMENT for:  
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## EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Investigations Files  
**SPACE TYPE:** Support  
**ADJACENCIES:** Investigations Staff

**WALLS:** Partitioning shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of suspended ceiling above.

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style electric lock controlled by a remote card reader (coordinate system requirements with agency), and heavy duty, parallel-arm, surface mounted closer mounted on room side.

**FINISHES**

**FLOOR/BASE:** Vinyl composition floor tile as reviewed and approved by the Agency meeting the following minimum requirements:  
Tile Standard: ASTM F 1066, Class 2, through-pattern  
Wearing Surface: Smooth  
Thickness: 0.125 inch (3.2mm)  
Size 12 by 12 inches or alternate format approved by the agency  
Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual". Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard 2x4 lighting as required to meet a minimum of 40 foot-candles at 30" AFF. Layout lighting to support plan of storage units.

**ELECTRICAL:** Duplex receptacles: 3 - locate adjacent to data drop, Additionally coordinate power requirements and locations with plan of agencies high density file storage. Provide convenience receptacles as required.

**COMMUNICATIONS: Data Drops:** 1 \*\*\* - coordinate with location of worksurface

\*\*\* One data drop shall consist to (1) voice and (2) data receptacles in a single faceplate.

**HVAC / ENVIRONMENTAL:** Code required, building standard distribution

**FURNITURE:** (AGENCY SUPPLIED) (8) high density Lektriever unit, files and shelving as identified by agency, 60" worksurface and task chair.

**OTHER:** Verify floor loading requirements at high density shelving and provide floor reinforcement as required.

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## EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Investigations Supplies  
**SPACE TYPE:** Support  
**ADJACENCIES:** Investigations Staff and Sample Prep

**WALLS:** Partitioning shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of suspended ceiling above.

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style, passage function latchset and heavy duty, parallel-arm, surface mounted closer with hold open function, mounted on room side.

**FINISHES**  
**FLOOR/BASE:** Vinyl composition floor tile as reviewed and approved by the Agency meeting the following minimum requirements:  
 Tile Standard: ASTM F 1066, Class 2, through-pattern  
 Wearing Surface: Smooth  
 Thickness: 0.125 inch (3.2mm)  
 Size 12 by 12 inches or alternate format approved by the agency

Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual". Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard 2x4 lighting as required to meet a minimum of 40 foot-candles at 30" AFF. Layout lighting to support plan of storage units.

**ELECTRICAL:** Duplex receptacles: 4 - locate 1 adjacent to data drop

**COMMUNICATIONS:** Data Drops: 1 \*\*\* - coordinate with location of worksurface  
 \*\*\* One data drop shall consist to (1) voice and (2) data receptacles in a single faceplate.  
 Area shall be equipped with sound masking system

**HVAC / ENVIRONMENTAL:** Code required, building standard distribution

**FURNITURE:** (AGENCY SUPPLIED) Agency to advise size type and quantity of storage shelving, cabinets or files for this room, 60" worksurface and task chair.

**OTHER:** Verify floor loading requirements at storage units and provide floor reinforcement as required.

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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Investigations Sample Prep Room  
**SPACE TYPE:** Support  
**ADJACENCIES:** Investigations Staff and Supply

**WALLS:** Partitioning between break room and other rooms shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside ceiling above.

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency.

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style, classroom function lockset.

**FINISHES**

**FLOOR/BASE:** Vinyl composition floor tile as reviewed and approved by the Agency meeting the following minimum requirements:  
Tile Standard: ASTM F 1066, Class 2, through-pattern  
Wearing Surface: Smooth  
Thickness: 0.125 inch (3.2mm)  
Size 12 by 12 inches or alternate format approved by the agency  
Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual". Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard 2 x 4 lighting as required to meet a minimum of 40 foot-candles at 30" AFF

**ELECTRICAL:** Duplex receptacles: 8 coordinate equipment locations and power requirements.

**COMMUNICATIONS:** Data Drops: 1 \*\*\*  
\*\*\* One data drop shall consist to (1) voice and (2) data receptacles in a single faceplate  
  
Area shall be equipped with sound masking system

**EQUIPMENT:** (AGENCY PROVIDED) (1) commercial freezer, (1) sink, Agency to advise additional equipment, equipment sizes and equipment power and communications requirements.

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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** Investigations Sample Prep Room - continued  
**SPACE TYPE:** Support  
**ADJACENCIES:** Investigations Staff and Supply

---

HVAC /

ENVIRONMENTAL: Code required, building standard distribution. Provide exhaust fan.

FURNITURE: (AGENCY SUPPLIED) Agency to advise furniture / storage requirements.

MILLWORK: Upper and lower plastic laminate cabinets and countertop, with adjustable shelves, 12'-0" length, min.

---

REQUIREMENTS DEVELOPMENT for:  
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## EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** IT LAN Room  
**SPACE TYPE:** Support  
**ADJACENCIES:** IT Workroom and IT Secured Storage

**WALLS:** Partitioning shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Provide continuous, sealed vapor barrier on warm side of wall. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of structural slab above.

**DOORS/FRAMES:** Building Standard 36"W full height single leaf, solid core painted wood, interior door in hollow metal frame.

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges with non-removable or welded hinge pins of quantities recommended by manufacturer for size & weight of door, doorstop, commercial grade, mortise style electric lock controlled by a remote card reader (coordinate system requirements with agency) and heavy duty parallel-arm, surface mounted closer, mounted on room side.

FINISHES

**FLOOR/BASE:** Vinyl composition floor tile as reviewed and approved by the Agency meeting the following minimum requirements:  
 Tile Standard: ASTM F 1066, Class 2, through-pattern  
 Wearing Surface: Smooth  
 Thickness: 0.125 inch (3.2mm)  
 Size 12 by 12 inches or alternate format approved by the agency

Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual". Color to be reviewed and approved by the Agency.  
 4'x8' fire treated plywood mounting board, as located by the agency; paint to match adjacent wall surface.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard lighting as required to meet a minimum of 50 foot-candles at 30" AFF

**ELECTRICAL:** **<Information below is for example only agency to advise specific requirements>**  
 Quad receptacles: 2 – wall mounted 110V, coordinate with agency equipment.  
 L6-20 twist-lock receptacle: 1 – wall mounted, coordinate with agency equipment.

**COMMUNICATIONS:** **<Information below is for example only agency to advise specific requirements>**  
 Telephone outlets: TBD, coordinate with agency  
 Data outlets: (CAT6) TBD, coordinate with agency

All cabling shall be CAT6 250Mhz rated or higher

REQUIREMENTS DEVELOPMENT for:  
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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** IT LAN Room - continued  
**SPACE TYPE:** Support  
**ADJACENCIES:** IT Workroom and IT Secured Storage

---

**EQUIPMENT:** **<Information below is for example only agency to advise specific requirements>**  
(1) rack, (1) Cell phone booster terminated in Server Room, paging head end equipment cable TV head end equipment, wall mounted or free standing patch panel with room numbers / jack numbers (coordinate numbering system with agency).

Agency shall provide equipment or provide specification for server room equipment to be supplied by others.

**HVAC / ENVIRONMENTAL:** **<Information below is for example only agency to advise specific requirements>**  
Separately zoned HVAC shall be capable of maintaining a temperature of 68 degrees Fahrenheit and a humidity range of 50% plus or minus 10%. These environmental conditions shall be maintained 24 hours a day, seven days a week. There shall be a wall station in the room that displays temperature and humidity in the room and be capable of sending an alarm signal if preset limits are not met. Coordinate alarm functionality with Agency. The hours in excess of a standard 11-hour, 5 days a week will be provided on a reimbursable basis. The total BTU's generated by the equipment in this room will be approximately 15,000 per hour

**OTHER:** **<Information below is for example only agency to advise specific requirements>**  
Cable trays shall be provided above suspended ceiling in configuration and of a type approved by the agency.

Cabling vendor shall provide patch cables sufficient in length to connect the Agency network equipment to the installed patch panels.

Cabling vendor shall provide patch cables sufficient in length to connect Agency office equipment (laptops, workstations, etc.).

Cabling vendor will provide cabling to extend to the demarcation point of (5) five T1 circuits to the Agency network equipment.

---

REQUIREMENTS DEVELOPMENT for:  
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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** IT IDF Closet  
**SPACE TYPE:** Support  
**ADJACENCIES:** TBD

**WALLS:** Partitioning shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Provide continuous, sealed vapor barrier on warm side of wall. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of structural slab above.

**DOORS/FRAMES:** Building Standard 36"W full height single leaf, solid core painted wood, interior door in hollow metal frame.

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges with non-removable or welded hinge pins of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style electric lock controlled by a remote card reader (coordinate system requirements with agency), and heavy duty, parallel-arm, surface mounted closer, mounted on room side.

**FINISHES**

**FLOOR/BASE:** Vinyl composition floor tile as reviewed and approved by the Agency meeting the following minimum requirements:

Tile Standard: ASTM F 1066, Class 2, through-pattern

Wearing Surface: Smooth

Thickness: 0.125 inch (3.2mm)

Size 12 by 12 inches or alternate format approved by the agency

Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual". Color to be reviewed and approved by the Agency.  
4'x8' fire treated plywood mounting board, as located by the agency; paint to match adjacent wall surface.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard lighting as required to meet a minimum of 50 foot-candles at 30" AFF

**ELECTRICAL:** **<Information below is for example only agency to advise specific requirements>**  
Quad receptacles: 2 – wall mounted 110V, coordinate with agency equipment.  
L6-20 twist-lock receptacle: 1 – wall mounted, coordinate with agency equipment.

**COMMUNICATIONS:** **<Information below is for example only agency to advise specific requirements>**  
Telephone outlets: TBD, coordinate with agency  
Data outlets: (CAT6) TBD, coordinate with agency

REQUIREMENTS DEVELOPMENT for:  
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EXHIBIT D: AGENCY REQUIREMENTS

All cabling shall be CAT6 250Mhz rated or higher

**DIVISION:** FDA  
**ROOM NAME:** IT IDF Closet - continued  
**SPACE TYPE:** Support  
**ADJACENCIES:** TBD

---

**EQUIPMENT:** **<Information below is for example only agency to advise specific requirements>**  
(1) rack, (1) Cell phone booster, wall mounted or free standing patch panel with room numbers / jack numbers (coordinate numbering system with agency).

Agency shall provide equipment or provide specification for server room equipment to be supplied by others.

**HVAC / ENVIRONMENTAL:** **<Information below is for example only agency to advise specific requirements>**  
Separately zoned HVAC shall be capable of maintaining a temperature of 68 degrees Fahrenheit and a humidity range of 50% plus or minus 10%. These environmental conditions shall be maintained 24 hours a day, seven days a week. There shall be a wall station in the room that displays temperature and humidity in the room and be capable of sending an alarm signal if preset limits are not met. Coordinate alarm functionality with Agency. The hours in excess of a standard 11-hour, 5 days a week will be provided on a reimbursable basis. The total BTU's generated by the equipment in this room will be approximately 15,000 per hour

**OTHER:** **<Information below is for example only agency to advise specific requirements>**  
Cable trays shall be provided above suspended ceiling in configuration and of a type approved by the agency.

Cabling vendor shall provide patch cables sufficient in length to connect the Agency network equipment to the installed patch panels.

Cabling vendor shall provide patch cables sufficient in length to connect Agency office equipment (laptops, workstations, etc.).

Cabling vendor will provide cabling to extend to the demarcation point of (5) five T1 circuits to the Agency network equipment.

---

REQUIREMENTS DEVELOPMENT for:  
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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** IT Workroom  
**SPACE TYPE:** Support  
**ADJACENCIES:** IT Lan Room and IT Secured Storage

**WALLS:** Partitioning shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of suspended ceiling above.

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency.

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style, Storage function lockset.

**FINISHES**

**FLOOR/BASE:** Vinyl composition floor tile as reviewed and approved by the Agency meeting the following minimum requirements:  
Tile Standard: ASTM F 1066, Class 2, through-pattern  
Wearing Surface: Smooth  
Thickness: 0.125 inch (3.2mm)  
Size 12 by 12 inches or alternate format approved by the agency

Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual". Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard lighting as required to meet a minimum of 40 foot-candles at 30" AFF

**ELECTRICAL:** Duplex receptacles: 8\*\* coordinate locations with IT requirements.

**COMMUNICATIONS:** Telephone outlets: 8\*\* coordinate locations with equipment  
Data outlets: 8\*\* coordinate locations with equipment

\*\* Coordinate any special power requirements with agency, locate in continuous wiremold raceway above work counter.

**EQUIPMENT:** (AGENCY PROVIDED) TBD

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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** IT Workroom - continued  
**SPACE TYPE:** Support  
**ADJACENCIES:** IT Lan Room and IT Secured Storage

HVAC / ENVIRONMENTAL: Code required, building standard distribution. If door is used determine equipment heat load and provide additional mechanical ventilation as required

FURNITURE: (AGENCY PROVIDED) Counter height task chair (qty?), with 24" seat height (adjustable), shelving in sizes and quantities as directed by the agency,

MILLWORK: Plastic laminate work counter, with (3) continuous adjustable shelves on heavy duty brackets and standards above, 12'-0" length, min.

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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** IT Secured Storage  
**SPACE TYPE:** Support  
**ADJACENCIES:** IT Lan Room and IT Workroom

**WALLS:** Partitioning shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of suspended ceiling above.

**DOORS/FRAMES:** Building Standard 36"W full height single leaf, solid core painted wood, interior door in hollow metal frame.

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges with non-removable or welded hinge pins of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style, storage function lockset and heavy duty, parallel-arm, surface mounted closer, mounted on room side.

**FINISHES**

**FLOOR/BASE:** Vinyl composition floor tile as reviewed and approved by the Agency meeting the following minimum requirements:

Tile Standard: ASTM F 1066, Class 2, through-pattern

Wearing Surface: Smooth

Thickness: 0.125 inch (3.2mm)

Size 12 by 12 inches or alternate format approved by the agency

Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual" . Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard lighting as required to meet a minimum of 50 foot-candles at 30" AFF

**ELECTRICAL:** Duplex receptacles: convenience power only

**COMMUNICATIONS:** Telephone outlets: none  
Data outlets: (CAT6) none

**HVAC / ENVIRONMENTAL:** Code required, building standard distribution

**FURNITURE:** Provide shelving in types, sizes and quantities identified by the agency.

REQUIREMENTS DEVELOPMENT for:  
**US Food and Drug Administration**  
**FDA**

Prepared by  
Tilton Kelly & Bell

Date: 03/18/19

**LOCATION**  
Chicago, IL

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EXHIBIT D: AGENCY REQUIREMENTS

**DIVISION:** FDA  
**ROOM NAME:** File Room - Administrative  
**SPACE TYPE:** Support  
**ADJACENCIES:** Administrative Staff

**WALLS:** Partitioning shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of suspended ceiling above.

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style electric lock controlled by a remote card reader (coordinate system requirements with agency) and heavy duty, parallel-arm, surface mounted closer, mounted on room side.

**FINISHES**

**FLOOR/BASE:** Vinyl composition floor tile as reviewed and approved by the Agency meeting the following minimum requirements:

Tile Standard: ASTM F 1066, Class 2, through-pattern

Wearing Surface: Smooth

Thickness: 0.125 inch (3.2mm)

Size 12 by 12 inches or alternate format approved by the agency

Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual". Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard 2x4 lighting as required to meet a minimum of 40 foot-candles at 30" AFF. Layout lighting to support plan of storage units.

**ELECTRICAL:** Duplex receptacles: 3 - locate 1 adjacent to data drop

**COMMUNICATIONS:** Data Drops: 1 \*\*\* - coordinate with location of worksurface  
\*\*\* One data drop shall consist to (1) voice and (2) data receptacles in a single faceplate.

**HVAC / ENVIRONMENTAL:** Code required, building standard distribution

**FURNITURE:** (AGENCY SUPPLIED) 4 high lateral files (52 drawers). 60" worksurface and task chair.

REQUIREMENTS DEVELOPMENT for:  
**US Food and Drug Administration**  
**FDA**

Prepared by  
Tilton Kelly & Bell

Date: 03/18/19

**LOCATION**  
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## EXHIBIT D: AGENCY REQUIREMENTS

OTHER: Verify floor loading requirements at storage units and provide floor reinforcement as required.

**DIVISION:** FDA  
**ROOM NAME:** Storage Room - HR  
**SPACE TYPE:** Support  
**ADJACENCIES:** HR Staff

**WALLS:** Partitioning shall be one layer of 5/8" gypsum board on each side of 3 5/8", 25 ga (or equivalent) metal studs at 16" O.C. Adjust stud ga, spacing and width to meet minimum deflection requirements in spaces with ceilings over 14' in height. Install to underside of suspended ceiling above.

**DOORS/FRAMES:** 36"W 84"H Min, single leaf, solid core wood door in painted hollow metal frame or building standard solid core door and metal frame as approved by the agency

**HARDWARE:** Commercial grade hardware to match building standard style and finish, and meeting the following minimum requirements: heavyweight butt hinges of quantities recommended by manufacturer for size & weight of door, doorstop; commercial grade, mortise style electric lock controlled by a remote card reader (coordinate system requirements with agency) and heavy duty, parallel-arm, surface mounted closer, mounted on room side.

**FINISHES**

**FLOOR/BASE:** Vinyl composition floor tile as reviewed and approved by the Agency meeting the following minimum requirements:

Tile Standard: ASTM F 1066, Class 2, through-pattern

Wearing Surface: Smooth

Thickness: 0.125 inch (3.2mm)

Size 12 by 12 inches or alternate format approved by the agency

Resilient base to be rubber, top set, 1/8" x 4", with field formed external and internal corners – coved at hard floor finishes, straight at carpet floor finishes.

**WALLS:** Paint. For gypsum board substrates: eggshell acrylic-enamel finish, minimum of two finish coats over primer. For other substrates comply with instruction and recommendations in "MPI Architectural Painting Specification Manual". Color to be reviewed and approved by the Agency.

**CEILING:** Building standard Lay-in 2' x 2' acoustic tiles minimum 3/4" thick.

**LIGHTING:** Building standard 2x4 lighting as required to meet a minimum of 40 foot-candles at 30" AFF. Layout lighting to support plan of storage units.

**ELECTRICAL:** Duplex receptacles: 3 - locate 1 adjacent to data drop

**COMMUNICATIONS:** Data Drops: 1 \*\*\*  
\*\*\* One data drop shall consist to (1) voice and (2) data receptacles in a single faceplate.

**HVAC /**

**ENVIRONMENTAL:** Code required, building standard distribution

**FURNITURE:** (AGENCY SUPPLIED) Agency to advise size type and quantity of storage shelving, cabinets or files for this room.

REQUIREMENTS DEVELOPMENT for:  
**US Food and Drug Administration**  
**FDA**

Prepared by  
Tilton Kelly & Bell

Date: 03/18/19

**LOCATION**  
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EXHIBIT D: AGENCY REQUIREMENTS

OTHER: Verify floor loading requirements at storage units and provide floor reinforcement as required.

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REQUIREMENTS DEVELOPMENT for:  
**US Food and Drug Administration**  
**FDA**

Prepared by  
Tilton Kelly & Bell

Date: 03/18/19

**LOCATION**  
Chicago, IL

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FOOD AND DRUG ADMINISTRATION

OFFICE OF INFORMATION MANAGEMENT AND TECHNOLOGY

## Information Technology LAN/SERVER Rooms and Staff Requirements

Chicago, IL District Office and Chicago, IL Regional Office

August 18, 2020

Date of Original Issue: 8/18/2020

Document Status: Statement of Work

Revision Date: 8/18/2020 Version 1

Prepared By: Bill Patterson

Reviewed By: \_\_\_\_\_ Date \_\_\_\_\_



LEASE NO. GS-05P-LIL00521, LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

## Table of Contents

BACKGROUND

FACILITY REQUIREMENTS

SPACE

FLOORING

CEILING

SECURITY

HEAT & SMOKE DETECTION SYSTEM

ELECTRICAL

- Network Racks Electrical Requirements

MECHANICAL

- DESIGN CRITERIA

TELECOMMUNICATION

PLYWOOD PANEL REQUIREMENTS

DBPS IT STAFF ON SITE REQUIREMENTS

- Work Bench
- Network Printer
- Storage Area
- Person with Disabilities

## BACKGROUND

This Document summarizes the criteria and concepts to be used by the FDA, GSA, FDA vendors, FDA contractors and others support members for design and construction of the (IT) Information Technology facilities for the Office of Information Management and Technology.

This is an objective intent to design facilities that will allow for a reliable Information Technology Network infrastructure, and, act as a reference that is consistent with OIMT's Information Technology standards and operational procedures.

These requirements do not necessarily result in the facility existing conditions, infrastructure capacities and complex design and engineering considerations, must occur before the facility is ready for IT infrastructure implementation. This document acts as a baseline for those design, engineering and feasibility decisions within the scope of construction.

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## FACILITY REQUIREMENTS

As mentioned above, this Requirements Document will attempt to outline a facility that will help achieve the OIMT's vision for a robust and reliable IT facility. Requirements are laid out for a modular and adaptable space that that will not only provide the highest level of service today but for years to come. In addition, consider the migration issues and evolving nature of the White Oak Campus and the need for consistent standards. HHS guidelines must be followed for all FDA IT structure for network operation.

The requirements for the space are broken into the following categories:

- Space
- Ceiling Structural
- Electrical
- Mechanical
- Telecommunications

## SPACE

The nomenclature for IT spaces is as follows:

IT Closet – LAN/DATA/Voice Closet – This space acts as the focus point for all voice and data infrastructure. All IT closets shall be stacked vertically in a consistent orientation and in a manner that allows ready access for riser cabling and conduit purposes. Based on the use of CAT 6A cabling. The closet should have clear dimensions of 10 SF (W) x 10 SF (L) with a minimum of an 8-foot ceiling.

The space should have straight walls with square corners (odd shaped, curved walls can impact clearances required in the front & back of the rack). No nearby wet walls or plumbing/sanitary risers or bathrooms or break rooms or water mains etc. should be adjoining or passing through the space.

## FLOORING

Sealed, painted concrete is an acceptable finish for IT spaces. Raised/Access flooring is not a necessary requirement. The floor slab should be designed to withstand dense dead load resulting from the IT racks and equipment. Floor should be level (in accordance with ACI guidelines) and should allow for racks to be anchored to the floor.

## **CEILING STRUCTURAL**

Exposed slab is acceptable with no finished ceiling is required. No drywall ceiling is permitted within the IT spaces. Any ductwork, piping, cabling, cable trays or conduits that do NOT service the space should NOT cross through the space. To the extent possible, trades should be coordinated so that no ductwork, piping, sprinkler lines or drains cross above the planned racks.

## **SECURITY**

For security purposes the space should be equipped with a lockable door, keyed independently from other office doors to limit access to unauthorized personnel. Room shall be equipped with a card key access controlled and monitored by Headquarters, in order to provide a record of entry into the space.

A security system shall be provided consisting of magnetic door locks, door sensors, card readers outside the space (and push buttons/sensor on the inside) to open the doors leading into all IT spaces. The system shall be tied into a remote enunciator source.

## **HEAT & SMOKE DETECTION SYSTEM**

A complete ionization (products of combustion) heat and smoke detection system shall be provided. The system shall be tied into the building fire alarm system. Remote annunciation should be provided.

## **ELECTRICAL**

Rack UPS will be installed by FDA with a minimum of (1) hour for 100% electrical load is required in case of power interruption and during the switch to backup power. Typical electrical requirements include –

### **Network Racks Requirements** – (2) per LAN closet

Network Rack – (2) per LAN closet

1. (1) dedicated NEMA L6-30R per network rack in liquidtight/greenfield whips from respective panels mounted on the side of mesh cable tray above the Network racks.
2. (2) dedicated NEMA L6-20R per network rack in liquidtight/greenfield whips from respective panels mounted on the side of mesh cable tray above the Network racks.
3. (1) dedicated NEMA 5-20R QUAD outlet per network rack in liquidtight/greenfield whips from respective panels mounted on the side of mesh cable tray above the Server rack.

Server Rack – (1) per LAN closet



1. (2) dedicated NEMA L5-30R per network rack in liquidtight/greenfield whips from respective panels mounted on the side of mesh cable tray above the Network racks.
2. (1) dedicated NEMA 5-20R QUAD outlet per network rack in liquidtight/greenfield whips from respective panels mounted on the side of mesh cable tray above the Server rack. (i.e. (1) per Typical IT Closets)

#### Misc. LAN Closet Power

1. (1) dedicated NEMA 5-20R duplex outlet per 1500mm of wall space

NOTE: Dedicated power for Security panels if residing within the same space. Requirements are subject to number of RTU panels that are planned by Security Team (outside OIMT scope).

All circuits will be terminated in a dedicated electrical panel (with main breaker) within the IT Closet/Room with appropriate disconnect/breakers in the electrical closets in accordance with the code. All power to the space will be isolated ground. Panel should have 25% spare capacity. All circuits, outlets, circuit breakers and panels must be labeled.

Minimum of (1) ground bar or ideally (2) ground bars on opposite corners of the room are required.

The space must have at least 35 ft-candles of uniform lighting at work surface level. Light fixtures used within the space should contribute minimal heat to the space. All fixtures must have protective guards/grills. Appropriate switching must be provided at the door entrances. Emergency lighting should be provided in accordance with applicable code. Exits lights must be placed at all doorways. Panels used for rack power cannot be used for lighting and HVAC. Lighting should be designed to align with both the hot aisles (back) and cold (front) aisle of the rack.

To the fullest extent possible, electrical infrastructure should be designed to provide 100% back up power and HVAC to the space at all times. Redundant pathways should be used for the primary power and backup power services to the building. All electrical power circuits in the TEL/LAN closet shall be connected to the building emergency circuit, wherever there is access to building UPS or generator.

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## **MECHANICAL**

The HVAC System (Air Conditioning) should NOT have any unplanned down time. The cooling capacity for the space should be designed in accordance with the heat loads based upon the electrical capacity of all IT equipment's.

### **DESIGN CRITERIA**

Shall be based on maintaining the following conditions:

#### **TEMPERATURE**

Cooling 64 degrees

Heating 75 degrees

Air Filtration:

#### **HUMIDITY**

50 %

20 %

Minimum 80%

The system(s) must be in operation on a 24-hour per day basis, 7 days a week. Space must be maintained at specified temperature at all times. Thermostats within the space should be set at 64 - 68 degrees and no more than 50% of humidity at any given times.

## **TELECOMMUNICATIONS**

The Telecom services and network infrastructure should NOT have any unplanned down time without proper notification. Conduits should be installed for dedicated data/voice cables (fiber/copper) which will originate from service provider MPOE to the LAN Demarc.

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Within the office space, 300mm cable tray should be installed for cable management and distribution from the IT closet to the desktop. Cable tray should be located in the corridors for ease of accessibility. All IT/telecommunications cabling is expected to be plenum rated and installed in compliance with BICSI, TIA and EIA standards.

### **PLYWOOD PANEL**

Provide one, 4'x4', 3/4" A-C fire retardant plywood panel, the bottom of the plywood shall be 6" above the finished floor installed alongside the floor and wall mounted behind the rack. Dry wall compound skim coated and painted to match room color. Skin coating to be applied after code inspection to allow verification the plywood has the proper fire rating.

### **DBPS IT STAFF ON SITE REQUIREMENTS**

Offices, workbench, network printer area and storage area should all be contained in a PIV secured area adjacent and accessible to the server room.

One office for each IT person stationed at the location (count varies by location)

At least 9' x 7' with min 5' high walls

L or U-shaped desk area in each office

Overhead cabinets and lighting above desk area

### **Workbench**

At least 10' long x 24" deep

Upper 18" shelf above length of workbench

Multiple power outlets and network jacks above bench and shelf

1 quad outlet and 4 network jacks for each 2' of workbench length

Provide enough circuits to power multiple laptops

### **Network printer area**

Need power and data at the network printer space

### **Storage area**

Minimum 8' x 10' area

24" multi-tiered shelving along 2 sides

### **Persons with a Disability**

Please keep in mind to accommodate a person with a disability according the American  
Disability ACT of 1990 by President George H. W. Bush.

## **FDA SPECIAL REQUIREMENTS - SECURITY**

### **Building Access Control System Requirements**

The Building Access Control System (BAS) Overview: The BAS Network Security System is a state-of-the-art access control system, which has been installed at over 158 FDA facilities nation-wide. This system uses HSPD-12 PIV-II card readers to control access throughout buildings. Badges have been pre-programmed by FDA HQ (via the identity management system). If a card reader correctly identifies the badge as having access to the protected area, it deactivates the locking device and grants access. The BAS system is monitored by the Agency's Security Command Center to ensure when alarms and or intrusion is detected the appropriate responding officials are notified.

The BAS has many components, but the most important component is the Field Data Control Panel (FDCP). This is a box-like panel that serves as the brain of the BAS. As the brain, it serves as the termination point for all front end security monitoring components (i.e. card readers, glass break sensors, contacts, keypads and locking hardware). In lieu of this, the FDCP must be properly safeguarded and located in a secured area with access control and high security locking hardware. The FDCP communicates intrusion detection information to the Agency's Security Command Center via the Local Area Network (LAN) connection, while also maintaining access control information locally within the internal built-in processor.

Throughout this document will be the necessary BAS security system **rough-in** requirements, please take the time to review and comply with those that pertain to your discipline(s).

#### **1. LAN Connectivity:**

- a. A dedicated IP Address shall be provided for each FDCP panel separately. (The IP addresses shall be supplied by the **FDA IT Department**, and an IP drop shall be located at each location/room where an FDCP will be located for proper connectivity.
- b. All IP addresses – (i.e. Address, Gateway and Subnet Mask), shall be forwarded to the appropriate Physical Security Specialist assigned to the

project for programming purposes, and all IP drops shall be furnished by the **FDA IT Department**.

**Note:** The temperature in the room where the FDCP is located can never exceed (140 degrees F) at given anytime, adequate temperature control will be the responsibility of the **General Contractor**. The actual heat output for the FDCP itself will be minimal and should not adversely affect or interfere with any other surrounding equipment (i.e. LAN/Telecom).

2. **Electrical Requirements:**

- a. **Security Wiring:** Wiring for security devices (i.e. card readers, keypads, magnetic locks, electric strikes, etc.), shall be in conduit and each access control door shall have two 3/4" conduits, one for low voltage power and one for data to be provided by the **General Contractor** as part of the security **rough-in** requirement.
- b. **Electric Strikes:** Shall be fail-secure with (24 volts DC) of power supplied at each electric strike location, free egress from interior lockset will be the standard to comply with fire safety codes.
- c. **Aiphone Substations:** One single quad outlet at (20 Amp /110 Volts) shall be installed at each Aiphone substation location. The Aiphone substations will automatically communicate with the Aiphone door station whenever it is activated.
- d. **Magnetic Locks:** When magnetic locks are required for access control, the **Building Engineer** or the **General Contractor** shall run a set of dry contacts from the building's fire alarm panel to the location where the FDCP will be installed. These dry contacts will be tied into the BAS panel by the Agency's security contractor at the time of installation and tested to ensure magnetic locks are automatically released by the security system panel in the event the fire alarm is activated. The **General Contractor** shall obtain all necessary electrical permits, which shall also include the magnetic lock permit as part of the security **rough-in** requirement.

**Note:** Fire alarms will not be monitored by the Agency's Security Command Center, only the intrusion alarms which are tied into the BAS security panel. The dry contacts referenced above are required to be tied into the Agency's security system panel to automatically release the

magnetic locks in the event the fire alarm is activated, and is a fire/safety requirement.

- e. **FDCP Mounting:** A (4 x 8) piece of plywood shall to be furnished and mounted by the **General Contractor** in all locations where FDCP(s) will be installed. The FDCP plywood shall be a minimum of 3' away from any device that may produce electrical interference (i.e. transformers, etc.). All entry doors to rooms a FDCP will be located shall be equipped with high security quality lock hardware, door closure, jimmy plate and a card reader. FDCP plywood shall be coated with "fire retardant" paint to meet local fire code.
- f. **FDCP Power Requirements:** Each FDCP will need one quad outlet. Each quad outlet shall be a dedicated circuit rated at (20 amps/120 volts AC), and be connected to the building's dedicated emergency power circuit. These quad outlets shall be located directly under the (4 x 8) piece of plywood for convenient connectivity of the FDCP panel's AC power. The hardwired power supply will be connected to the transformer supplied by the Agency's security installation contractor.
- g. **Surveillance Cameras:** There shall be (110 volts) supplied at each camera location, and a dedicated quad outlet installed at each the camera monitoring location. Each camera and monitoring location shall be wired to the same building phase.
- h. **Electrified Panic Egress Bars:** Shall be installed at emergency egress points within the secured area and require a (110 volt) dedicated circuit be installed above the door.

**Note:** All power requirements referenced above shall be supplied and terminated at the proposed security device point(s) by the **General Contractor** as part of the security **rough-in** requirement, and shall be located on the secured side of the Agency's space on a dedicated circuit.

### 3. **Conduit & Junction Boxes:**

- a. Conduit size for all security devices shall be **1"** and shall run from the junction box location to the top of door frame. All conduits shall be stubbed at ceiling (unless Item e. referenced below applies).
- b. For "large jobs" (i.e. more than eight card readers to be installed), conduit shall be **1 1/2"** in diameter at the backbone leading back to FDCP.
- c. Single gang junction boxes are required for all security devices.

- d. The conduit shall be painted blue every 10 feet, be free & clear, have pull string, and a junction box every 75 feet.
- e. All junction boxes and conduit shall be supplied and installed by the **General Contractor** as part of the security **rough-in** requirement, and shall be located on the secured side of the Agency's space.

**Note:** In areas where security wires will cross over unsecured spaces (i.e. hallways, between floors, common areas, etc.), that wiring shall be put in 1" conduit separate from other building wiring and be terminated within the Agency's secured space. All security system conduit shall be furnished and installed by **General Contractor** as part of the security **rough-in** requirement.

### 3.1 Building Requirements

Type of building design: Building should be multi business office type with ready access to parking and should be close to airports and major Interstate highways for quick access for investigations.

## **OCI PHYSICAL SECURITY CONTRUCTION REQUIREMENTS**

### **Ver. 03-31-2015 Continued**

Due to safety and security concerns, OCI space needs to be contiguously housed on one floor with close access to building elevators.

Below are more building requirements for potential OCI space:

- a) First and Top floors are **not** acceptable.
- b) Due to the inherent operating principals of the passive inferred motion sensors utilized in OCI Facilities, building layout shall not have odd shapes such as triangles or rounded areas that inhibit complete physical security protection.
- c) Concrete will be used for slab floors and ceilings.
- d) The building shall be flexible in design to house sensitive documents, and tactical equipment with ready access to secure parking areas.
- e) Public access stairwells shall not be enclosed inside OCI space.
- f) Building management shall provide water/sewage capabilities inside the OCI space for showers, restrooms and break room.

Parking:



- a) Government vehicle (GOV) parking should be within close proximity to elevators for regular transport of evidence, tactical equipment and, on some rare occasions, detainees.
- b) Multi floor parking areas should be contained inside the buildings secured parking garage, and when possible reserved GOV parking should be located on the first floor close to the elevators.
- c) Open parking lots need to provide reserved GOV parking spaces close to building access and elevators providing adequate lighting for nighttime security.

### 3.2 Perimeter and Secure Area Wall Requirements:

#### Walls:

General: All walls, ***not specified below***, should be slab to slab with one layer industry standard gypsum wall board taped and finished with joint compound and painted slab to slab. Sealant placed top and bottom, both sides.

All Perimeter walls: Outside perimeter walls and walls shared with public or non-OCI tenant space shall be constructed true slab to slab. When wall barriers do not extend to the true ceiling and false ceiling is created, walls shall be permanently constructed to extend above the false ceiling to the true ceiling using similar building materials as the existing walls or 13 gauge expanded metal mesh or the false ceiling shall be reinforced with 13-gauge expanded metal mesh to serve as the true ceiling. The metal mesh should sit inside of the wallboard and be screwed to framing at six inches (6") on center (O.C.) vertically at each stud and horizontally along the true floor and true ceiling plates. If screwed, use diamond-shaped fender washer designed for that purpose. Joints will overlap at the studs to provide strength.

Secured Area walls: Secured area walls shall be constructed the same as the perimeter walls design specifications: true slab to slab and when necessary utilizing 13-gauge expanded metal mesh to serve as the true ceiling. The metal mesh should sit inside of the wallboard and be screwed to framing at six inches (6") on center (O.C.) vertically at each stud and horizontally along the true floor and true ceiling plates. If screwed, use diamond-shaped fender washer designed for that purpose. Joints will overlap at the studs to provide strength. All areas below qualify as secured areas within OCI space:

- a) Public Lobby Entrance
- b) Local Area Network (LAN) Room
- c) Seized Computer Evidence Room (SCERS)

- d) Firearms and ammunition Storage
- e) Evidence Room
- f) Interview/Polygraph Room

### 3.3 Perimeter and Secure Area Door Requirements:

Exterior Doors: All exterior doors to the space (except main lobby ballistic door) shall be of solid wood core construction utilizing security hinges that are located on the interior of the door. If existing doors have exterior door hinges then they

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#### SPECIAL NOTE:

In addition to a card reader and/or high security locks, all exterior doors require a minimum one inch throw deadbolt lock, security lock guard plate, pinned hinges, and commercial grade automatic door closers.

### 3.4 Acoustical Security:

The American Society for Testing and Materials (ASTM) with UL Assemblies describes various types of sound control, isolation requirements and office planning. The Architectural Graphics Standards (AGS) established Sound Groups 1 through 4. OCI requires all exterior and secured area doors and walls to achieve a minimum of Group 3 (STC45) for adequate acoustical security. Additionally, the supervisory agent's office will need to be a minimum of Group 3 (STC 45) and will be specifically designated during space design.

The General Contractor must have the sound rating material and wall once constructed field tested and certified by an engineer to ensure it meets the STC 45 Group 3 rating as described within ATSM.

### 3.5 High Security Locks:

All door hardware is required to be Heavy Duty Grade 1 Mortised Hardware storeroom function locks with the outside lever always rigid and inside always free. Exterior doors will require a 1" throw dead bolt mounted above knob set. Both knob-set and dead bolt should be keyed- alike.

The door hardware will support the Schlegel large format interchangeable core. The contractor will provide construction cores for each lock. The contractor will provide to the owner one control key for the construction cores.

Doors with readers will have electronic strikes installed in the frame. The strike will be a 24 DC strike with current draw of .25 Amps continuous duty. The strike shall be made of stainless steel construction tamper resistant with static strength 3,070 lbs. (fail secure) dynamic strength 350 ft-lbs. (fail secure). It shall have an endurance of 1,000,000 cycles Fail secure (standard). The strike shall be non-handed with an internally mounted solenoid and accommodates up to 1" deadbolt. Electrical connection will be via plug-in connector.

### 3.5 Exterior Windows:

All Exterior Windows must meet the GSA Standard Test Method for Glazing and Window Systems Subject to Dynamic Overpressure Loadings 3b rating of protection.

Lobby: The secured lobby area wall between the public and admin area shall consist of the following:

- a) Transaction window-bullet resistant material of Level 3 or greater as identified by Underwriters Laboratory Ballistic Standards 752. (NIJ Level III) (**size determined by lobby design/size**) A counter with bullet resistant glass of UL Level 3 is to be constructed to divide the reception area from the interior office. A transaction tray will be incorporated into the counter. The windows will be of bullet resistant material with built in voice tubes.
- b) Transaction window-bullet resistant glass shall be encased within the wall and be sealed on all sides to prohibit access.
- c) All walls surrounding ballistic door and transaction window shall consist of bullet resistant material to a minimum of 6 inches above ceiling.
- d) Wall above ballistic material shall consist of 13 gauge expanded metal to floor to ceiling slabs.
- e) Adjacent tenant walls in lobby shall utilize 13 gauge expanded metal, installed slab to slab.

### 3.6 Approval

All security locks, doors, ballistic windows and metal mesh shall be vetted through FDA for approval prior to construction beginning.

EXHIBIT F: AGENCY SPECIAL REQUIREMENTS - SECURITY

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EXHIBIT F: AGENCY SPECIAL REQUIREMENTS - SECURITY

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EXHIBIT F: AGENCY SPECIAL REQUIREMENTS - SECURITY

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EXHIBIT F: AGENCY SPECIAL REQUIREMENTS - SECURITY

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EXHIBIT F: AGENCY SPECIAL REQUIREMENTS - SECURITY

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EXHIBIT F: AGENCY SPECIAL REQUIREMENTS - SECURITY

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EXHIBIT F: AGENCY SPECIAL REQUIREMENTS - SECURITY

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## SECURITY REQUIREMENTS – FACILITY SECURITY LEVEL II

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THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS ON THIS LEASE, THE STRICTEST SHALL APPLY.

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### DEFINITIONS:

**CRITICAL AREAS** - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as “limited access areas,” “restricted areas,” or “exclusionary zones.” Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

**SENSITIVE AREAS** – Sensitive areas include vaults, SCIFs, evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

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## FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

### FACILITY ENTRANCES AND LOBBY

#### EMPLOYEE ACCESS CONTROL AT ENTRANCES (SHELL)

The Lessor shall provide key or electronic access control for the entrance to this building. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

### COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS

#### PUBLIC RESTROOM ACCESS (SHELL)

The Government reserves the right to control access to public restrooms located within the Space.

EXHIBIT G: SECURITY REQUIREMENTS

**SECURING CRITICAL AREAS (SHELL)**

The Lessor shall secure areas designated as Critical Areas to restrict access:

- A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.
- B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.
- C. At a minimum, Lessor shall secure building common areas including sprinkler rooms, electrical closets, telecommunications rooms.

**VISITOR ACCESS CONTROL (SHELL)**

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Space.

**INTERIOR (GOVERNMENT SPACE)**

**DESIGNATED ENTRANCES (SHELL)**

The Government shall have a designated main entrance.

**IDENTITY VERIFICATION (SHELL)**

The Government reserves the right to verify the identity of persons requesting access to the Space prior to allowing entry.

**FORMAL KEY CONTROL PROGRAM (SHELL)**

The Government reserves the right to implement a formal key control program. The Lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

**SITES AND EXTERIOR OF THE BUILDING**

**SIGNAGE**

**POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)**

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

## EXHIBIT G: SECURITY REQUIREMENTS

**POSTING OF REGULATORY SIGNAGE (SHELL)**

The Government may post or request the Lessor to post regulatory, statutory, sensitive areas and site-specific signage.

**LANDSCAPING****LANDSCAPING REQUIREMENTS (SHELL)**

Lessor shall maintain landscaping (trees, bushes, hedges, land contour, etc.) around the facility. Landscaping shall be neatly trimmed in order to minimize the opportunity for concealment of individuals and packages/containers. Landscaping shall not obstruct the views of security guards and CCTV cameras, or interfere with lighting or IDS equipment.

**CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (SHELL)**

The Lessor shall separate from public access, restricted areas as designated by the Government, through the application of Crime Prevention Through Environmental Design (CPTED) principles by using trees, hedges, berms, or a combination of these or similar features, and by fences, walls, gates and other barriers, where feasible and acceptable to the Government.

**HAZMAT STORAGE**

If there is HAZMAT storage, Lessor shall locate it in a restricted area or storage container away from loading docks, entrances, and uncontrolled parking.

**PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES**

Trash receptacles, containers, mailboxes, vending machines, or other fixtures and/or features that could conceal packages, brief cases, or other portable containers shall be located 10 feet away from building.

**SECURITY SYSTEMS****CLOSED CIRCUIT TELEVISION SYSTEM (CCTV)****LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE**

The lessor shall design, install, and maintain a Closed Circuit Television (CCTV) system as described in this section. The CCTV system will support the entry control system (at entrances and exits to the space), with time lapse video recording, that will allow Government employees to view and communicate remotely with visitors before allowing access to the Space. As determined by the Government the CCTV system shall provide unobstructed coverage of designated pedestrian entrances and exits. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to installation. CCTV system testing and acceptance shall be conducted by the Government prior to occupancy. The CCTV system shall comply with the Architectural Barriers Act, section F230.0. The Government will centrally monitor the CCTV system. Government specifications are available from the Lease Contracting Officer. CCTV system components

## EXHIBIT G: SECURITY REQUIREMENTS

which fail or require maintenance or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed below.

**Security System Maintenance Criteria:** The Lessor, in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative, shall implement a preventive maintenance program for all security systems the Lessor has installed. Any critical component that becomes inoperable must be replaced or repaired by the Lessor within 5 business days. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor.

## INTRUSION DETECTION SYSTEM (IDS)

### LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE

The Lessor shall design, install, and maintain an Intrusion Detection System (IDS) as described in this section. The Government requires an IDS, which will cover perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS components include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Lease Contracting Officer, prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy.

Basic Security-in-Depth IDS shall be connected to and monitored at a central station operated by the Department of Homeland Security Megacenters. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and lessor points of contact. Monitoring shall be designed to facilitate a real-time detection of an incident, and to coordinate an active response to an incident. The Lessor must complete the Megacenters Alarm Requirements (MAR) application process specified by the Government to meet the monitoring requirements for a functional IDS. Components which fail or require maintenance or which fail during testing shall be serviced in accordance with the Security System Maintenance Criteria listed below.

## EXHIBIT G: SECURITY REQUIREMENTS

**Security System Maintenance Criteria:** The Lessor, in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative, shall implement a preventive maintenance program for all security systems the Lessor has installed. Any critical component that becomes inoperable must be replaced or repaired by the Lessor within 5 business days. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor.

**DURESS ALARM****LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE**

The Lessor shall design, install, and maintain a duress alarm system as described. Technical review shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy. This system shall comply with the Architectural Barriers Act, section F230.0.

The Lessor in consultation and coordination with the security provider and Government shall conduct security system performance testing annually. Testing must be based on established, consistent agency-specific protocols, documented and furnished to the Contracting Officer. Components which fail or require maintenance or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed below.

**Security System Maintenance Criteria:** The Lessor in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative shall implement a preventive maintenance program for all security systems they have installed. Any critical component that becomes inoperable must be replaced or repaired within 5 business days. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor.

## EXHIBIT G: SECURITY REQUIREMENTS

## STRUCTURE

### WINDOWS

No countermeasures are required for baseline standard.

## OPERATIONS AND ADMINISTRATION

### LESSOR TO WORK WITH FACILITY SECURITY COMMITTEE (FSC) (SHELL)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the lease.

### ACCESS TO BUILDING INFORMATION (SHELL)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of -Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

### CYBERSECURITY (SHELL)

- A. Lessors are prohibited from connecting any portion of their building and access control systems (BACS) to any federally-owned or operated IT network. BACS include systems providing fire and life safety control, physical access control, building power and energy control, electronic surveillance, and automated HVAC, elevator, or building monitoring and control services (including IP addressable devices, application servers, or network switches).
- B. In the event of a cybersecurity incident related to BACS, the Lessor shall initially assess the cyber incident, identify the impacts and risks to the Building and its occupants, and follow their organization's cyber and IT procedures and protocols related to containing and handling a cybersecurity incident. In addition, the Lessor shall immediately inform the Lease Contracting Officer's (LCO's) designated representative, i.e., the Lease Administration Manager (LAM), about cybersecurity incidents that impact a federal tenant's safety, security, or proper functioning.
- C. Lessors are encouraged to put into place the following cyber protection measures in order to safeguard facilities and occupants:
  1. Engineer and install BACS to comply with the Department of Homeland Security Industrial Control Systems Computer Emergency Response Team (DHS ICS-CERT) cyber security guidance and recommendations (<https://ics-cert.us-cert.gov/Recommended-Practices>).

## EXHIBIT G: SECURITY REQUIREMENTS

2. Refer to the National Institute of Standards and Technology Cyber Security Framework (NIST-CSF) (<https://www.nist.gov/cyberframework>) and cybersecurity guidance in the DHS Commercial Facilities Sector-Specific Plan (<https://www.dhs.gov/publication/nipp-ssp-commercial-facilities-2015>) for best practices to manage cyber risks.
3. Encourage vendors of BACS to secure these devices and software through the following:
  - a. Develop and Institute a proper Configuration Management Plan for the BACS devices and applications, so that the system can be supported.
  - b. Safeguard sensitive data and/or login credentials through the use of strong encryption on devices and applications. This means using NIST- approved encryption algorithms, secure protocols (i.e., Transport Layer Security (TLS) 1.1, TLS 1.2, TLS 1.3) and Federal Information Processing Standard (FIPS) 140-2 validated modules.
  - c. Disable unnecessary services in order to protect the system from unnecessary access and a potential exposure point by a malicious attacker. Examples include File Transfer Protocol-FTP (a protocol used for transferring files to a remote location) and Telnet (allowing a user to issue commands remotely). Additionally, use of protocols that transmit data in the clear (such as default ZigBee) should be avoided, in favor of protocols that are encrypted.
  - d. Close unnecessary open ports to secure against unprivileged access.
  - e. Monitor and free web applications and supporting servers of common vulnerabilities in web applications, such as those identified by the (Open Web Application Security Project (OWASP) Top 10 Project ([https://www.owasp.org/index.php/Category:OWASP\\_Top\\_Ten\\_Project](https://www.owasp.org/index.php/Category:OWASP_Top_Ten_Project))).
  - f. Enforce Least Privilege, where proper permissions are enforced on a device or application so that a malicious attacker cannot gain access to all data. Enforcing Least Privilege will only allow users to access data they are allowed to see. Additional information can be found at <https://www.beyondtrust.com/blog/what-is-least-privilege/>
  - g. Protect against Insufficient User Access Auditing, where device or application does not have a mechanism to log/track activity by user. Enforce changing of factory default Username and Password to prevent unauthorized entry into the BACS system.
  - h. Use updated antivirus software subscription at all times. Kaspersky-branded products or services, prohibited from use by the Federal Government, are not to be utilized.
  - i. Conduct antivirus and spyware scans on a regular basis. Patching for workstations and server Operating System (OS), as well as vulnerability patching should follow standard industry best practices for software development life cycle (SDLC).
  - j. Discontinue the use of end of life (EOL) systems and use only applications/systems that are supported by the manufacturer.
  - k. Operating Systems must be supported by the vendor for security updates (e.g., do not use Windows Server 2003).
  - l. Proposed standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved United States Government Configuration Baseline (USGCB) or tenant agency guidance (if applicable).



EXHIBIT G: SECURITY REQUIREMENTS

- m. Disallow the use of commercially-provided circuits to manage building systems and install building systems on a protected network, safeguarded by the enterprise firewalls in place. Workstations or servers running building monitor and control systems are not connected and visible on the public internet.
- n. Systems should have proper system configuration hardening and align with Center for Internet Security [\(CIS\) benchmarks](https://www.cisecurity.org/cis-benchmarks/) or other industry recognized benchmarks. Additional information can be found at <https://www.cisecurity.org/cis-benchmarks/>.

## EXHIBIT H: GSA FORM 3517B GENERAL CLAUSES

**GENERAL CLAUSES**  
**(Acquisition of Leasehold Interests in Real Property)**

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	552.270-33	SYSTEM FOR AWARD MANAGEMENT - LEASING
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

## EXHIBIT H: GSA FORM 3517B GENERAL CLAUSES

DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM
			REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH
			DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN
			SUBCONTRACTING WITH CONTRACTORS DEBARRED,
			SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING
			DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-
			TIER SUBCONTRACT AWARDS
OTHER	47	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN
			TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
			SERVICES OR EQUIPMENT
	48	52.204-19	INCORPORATION BY REFERENCE OF
			REPRESENTATIONS AND CERTIFICATIONS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

**1. SUBLETTING AND ASSIGNMENT (JAN 2011)**

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

**2. 552.270-11 SUCCESSORS BOUND (SEP 1999)**

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

**3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)**

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

**4. 552.270-24 STATEMENT OF LEASE (SEP 1999)**

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

**5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)**

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

**6. 552.270-26 NO WAIVER (SEP 1999)**

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

**7. INTEGRATED AGREEMENT (JUN 2012)**

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

**8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)**

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

**9. DELIVERY AND CONDITION (JAN 2011)**

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

**10. DEFAULT BY LESSOR (APR 2012)**

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

**11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)**

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first

## EXHIBIT H: GSA FORM 3517B GENERAL CLAUSES

business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

**12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)**

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

**13. FIRE AND CASUALTY DAMAGE (JUN 2016)**

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

**14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)**

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

**15. 552.270-12 ALTERATIONS (SEP 1999)**

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for



## EXHIBIT H: GSA FORM 3517B GENERAL CLAUSES

purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

**16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)**

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

**17. 552.270-33 SYSTEM FOR AWARD MANAGEMENT – LEASING (FEB 2020)**

(a) Definitions. As used in this provision—

“Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

“Registered in the System for Award Management (SAM)” means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b)

(1) An Offeror is required to be registered in SAM prior to award, and shall continue to be registered during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

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## EXHIBIT H: GSA FORM 3517B GENERAL CLAUSES

- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (3) Company physical street address, city, state, and Zip Code.
  - (4) Company mailing address, city, state and Zip Code (if separate from physical).
  - (5) Company telephone number.
  - (6) Date the company was started.
  - (7) Number of employees at your location.
  - (8) Chief executive officer/key manager.
  - (9) Line of business (industry).
  - (10) Company headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

**18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)**

*This clause is incorporated by reference.*

**19. 552.270-31 PROMPT PAYMENT (JUN 2011)**

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

## EXHIBIT H: GSA FORM 3517B GENERAL CLAUSES

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

## EXHIBIT H: GSA FORM 3517B GENERAL CLAUSES

- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

**20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)**

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, [31 U.S.C. 3727](#), [41 U.S.C. 6305](#) (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

**21. PAYMENT (MAY 2011)**

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:  $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

**22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)**

*This clause is incorporated by reference.*

**23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)**

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

*This clause is incorporated by reference.*

**24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

## EXHIBIT H: GSA FORM 3517B GENERAL CLAUSES

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**25. 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

*This clause is incorporated by reference.*

**26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

*This clause is incorporated by reference.*

**27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)**

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) *Definition.*

*United States*, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

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LEASE NO. GS-05P-LIL00521, LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

## EXHIBIT H: GSA FORM 3517B GENERAL CLAUSES

<b>Poster(s)</b>	<b>Obtain from</b>

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

## **28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

## EXHIBIT H: GSA FORM 3517B GENERAL CLAUSES

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

**29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)**

(Applicable when cost or pricing data are required for work or services over \$750,000.)  
*This clause is incorporated by reference.*

**30. 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)**

*This clause is incorporated by reference.*

**31. CHANGES (MAR 2013)**

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

**32. 552.215-70 EXAMINATION OF RECORDS BY GSA (JUL 2016)**

*This clause is incorporated by reference.*

**33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)  
*This clause is incorporated by reference.*

**34. 52.233-1 DISPUTES (MAY 2014)**

*This clause is incorporated by reference.*

**35. 52.222-26 EQUAL OPPORTUNITY (SEP 2016)**

*This clause is incorporated by reference.*

**36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**

*This clause is incorporated by reference.*

**37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAY 2020)**

(Applicable to leases exceeding the micro-purchase threshold.)

*This clause is incorporated by reference.***38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)**

(Applicable to leases \$150,000 or more, total contract value.)

(a) *Definitions.* As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)**

(Applicable to leases over \$15,000 total contract value.)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)**

(Applicable to leases \$150,000 or more, total contract value.)

*This clause is incorporated by reference.***41. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020)**

(Applicable to

leases over \$35,000 total contract value.)

*This clause is incorporated by reference.***42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)**

(Applicable if over \$750,000 total contract value.)

*This clause is incorporated by reference.*



**43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)  
*This clause is incorporated by reference.*

**44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020) ALTERNATE III ( JUN 2020)**

(Applicable to leases over \$700,000 total contract value.)  
*This clause is incorporated by reference.*

**45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**

(Applicable to leases over \$700,000 total contract value.)  
*This clause is incorporated by reference.*

**46. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)**

(Applicable if over \$30,000 total contract value.)  
*This clause is incorporated by reference.*

**47. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or



## EXHIBIT H: GSA FORM 3517B GENERAL CLAUSES

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

## EXHIBIT H: GSA FORM 3517B GENERAL CLAUSES

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

**48. 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).**

*This clause is incorporated by reference.*

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Justin Katz

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Manager

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Stephanie Carlson

stephanie.carlson@gsa.gov

Lease Contracting Officer

US General Services Administration

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<b>Envelope Summary Events</b>		
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Signing Complete	Security Checked	7/13/2021 2:21:51 PM
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